

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

ELBERT R. BROWN TRUST;

VIOLA BROWN TRUST;

DO STAY INC.;

ELBERT BROWN, in his capacities as CREATOR
and TRUSTEE of the ELBERT R. BROWN
TRUST, and INDIVIDUALLY as BENEFICIARY
of the ELBERT R. BROWN TRUST; and

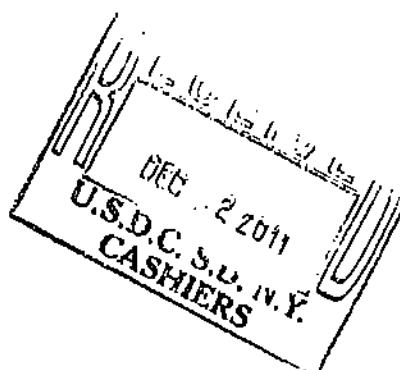
VIOLA BROWN, in her capacities as CREATOR
and TRUSTEE of the VIOLA BROWN TRUST,
and INDIVIDUALLY as BENEFICIARY of the
VIOLA BROWN TRUST,

Defendants

Adv. Pro. No. 08-01789 (BRL)

SIPA LIQUIDATION

(Substantively Consolidated)



Adv. Pro. No. 10-05398 (BRL)

Civil Action No. 11-cv-5155 (JSR)

AMENDED COMPLAINT

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*Attorneys for Irving H. Picard, Trustee for the
Substantively Consolidated SIPA Liquidation of
Bernard L. Madoff Investment Securities LLC
and Bernard L. Madoff*

Irving H. Picard (the "Trustee"), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC ("BLMIS") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq.* ("SIPA"),¹ and the substantively consolidated estate of Bernard L. Madoff individually ("Madoff"), by and through his undersigned counsel, for his amended complaint (the "Amended Complaint"), states as follows:

NATURE OF PROCEEDING

1. This adversary proceeding arises from the massive Ponzi scheme perpetrated by Madoff. Over the course of the scheme, there were more than 8,000 client accounts at BLMIS. In early December 2008, BLMIS generated client account statements for its approximately 4,900 open client accounts. When added together, these statements purport that clients of BLMIS had approximately \$65 billion invested with BLMIS. In reality, BLMIS had assets on hand worth a small fraction of that amount. On March 12, 2009, Madoff admitted to the fraudulent scheme and pled guilty to 11 felony counts, and was sentenced on June 29, 2009, to 150 years in prison.

2. The within defendants Elbert R. Brown Trust (the "Elbert Brown Trust"); Viola Brown Trust; Do Stay Inc. ("Do Stay"); Elbert Brown, in his capacities as creator and trustee of the Elbert Brown Trust; and Viola Brown, in her capacities as creator and trustee of the Viola Brown Trust (collectively, "Defendants") were beneficiaries of Madoff's Ponzi scheme. The Trustee's investigation has revealed that, between December 11, 2002 and December 11, 2008, Defendants received \$2,965,200 in fictitious profits from the Ponzi scheme, meaning that Defendants withdrew more than Defendants invested in Defendants' BLMIS accounts. Specifically, Elbert Brown Trust and Elbert Brown, in his capacities as creator and trustee of the Elbert Brown Trust (collectively, "Elbert Brown Trust Defendants"), received \$1,272,000 from BLMIS in respect of BLMIS account no. 1B0073

¹ For convenience, future reference to SIPA will not include "15 U.S.C."

(the "EB Trust Account I"); Defendants Viola Brown Trust and Viola Brown, in her capacities as creator and trustee of the Viola Brown Trust (collectively, "Viola Brown Trust Defendants"), received \$1,320,000 from BLMIS in respect of BLMIS account no. 1B0078 (the "VB Trust Account I"); and Defendant Do Stay received \$373,200 from BLMIS in respect of BLMIS account no. 1D0040 (the "Do Stay Account"). Accordingly, Defendants received a total of \$2,965,200 of other people's money. The transfers of fictitious profits to or for the benefit of Defendants constitute avoidable transfers and are recoverable by the Trustee. This action is brought to recover the transfers of fictitious profits so that this customer property can be equitably distributed among the holders of allowed claims in this SIPA proceeding.

3. In addition to the transfers referenced above, Elbert Brown Trust Defendants received the amount of \$233,000 from BLMIS in respect of BLMIS account no. 1B0142 (the "EB Trust Account II") within the 90 days prior to the Filing Date (defined below). As a result of this preference payment, Elbert Brown Trust Defendants are in a more favorable position than other defrauded customers of BLMIS.

4. Upon information and belief, Defendant Elbert Brown and Defendant Viola Brown received subsequent transfers of the avoidable transfers referenced above. Upon information and belief, transfers from EB Trust Account I, EB Trust Account II, VB Trust Account I, and Do Stay Account were regularly withdrawn to the joint bank account, or otherwise for the benefit, of Elbert and Viola Brown. Upon information and belief, such subsequent transfers were withdrawn for the benefit of both Elbert and Viola Brown, and Elbert and Viola Brown are together hereafter referred to as "Subsequent Transferee Defendants." To the extent the funds transferred from BLMIS were for the benefit of the Subsequent Transferee Defendants, Subsequent Transferee Defendants are the initial

transferees of such transfers and are included in the definition of Defendants for purposes of the allegations herein.

5. This adversary proceeding is brought pursuant to sections 78fff(b), 78fff-1(a) and 78fff-2(c)(3) of SIPA, sections 105(a), 544, 548(a), 550(a) and 551 of title 11 of the United States Code (the "Bankruptcy Code"), the New York Fraudulent Conveyance Act (New York Debtor and Creditor Law § 270 *et seq.* (McKinney 2001) ("DCL")), and other applicable law, for avoidance of fraudulent obligations and conveyances in connection with certain transfers of property by BLMIS to or for the benefit of Defendant. The Trustee seeks to set aside such obligations and transfers and preserve and recover the property for the benefit of the BLMIS estate.

JURISDICTION AND VENUE

6. This is an adversary proceeding commenced before the same Court before which the main underlying SIPA proceeding, No. 08-01789 (BRL) (the "SIPA Proceeding"), is pending. The SIPA Proceeding was originally brought in the United States District Court for the Southern District of New York as *Securities Exchange Commission v. Bernard L. Madoff Investment Securities LLC et al.*, No. 08 CV 10791 (the "District Court Proceeding") and has been referred to the Bankruptcy Court. The reference was thereafter partially withdrawn by this Court. This Court has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334(b) and 15 U.S.C. §§ 78eee(b)(2)(A), (b)(4).

7. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (H) and (O).

8. Venue in this district is proper under 28 U.S.C. § 1409.

DEFENDANTS

9. Upon information and belief, Defendant Elbert Brown Trust is a revocable

trust that was formed under the laws of the State of Florida. Upon information and belief, its address is in Jupiter, Florida. Defendant Elbert Brown Trust holds the EB Trust Account I and EB Trust Account II in the name, "Elbert R Brown Trustee u/t/d 12/29/88," with the account addresses reported as Jupiter, Florida.

10. Upon information and belief, Defendant Viola Brown Trust is a revocable trust that was formed under the laws of the State of Florida. Upon information and belief, its address is in Jupiter, Florida. Defendant Viola Brown Trust holds the VB Trust Account I and BLMIS account no. 1B0128 (the "VB Trust Account II") in the name, "Viola Brown Trustee u/t/d 12/29/88," with the account addresses reported as Jupiter, Florida.

11. Upon information and belief, Defendant Do Stay is a corporation that was formed under the laws of the State of Florida. Upon information and belief, its principal place of business is located in Jupiter, Florida. Defendant Do Stay holds the Do Stay Account in the name, "Do Stay Inc.," with the account address reported as Jupiter, Florida.

12. Upon information and belief, Defendant Elbert Brown, in his capacities as creator and trustee of the Elbert Brown Trust, and Subsequent Transferee Defendant Elbert Brown, individually, maintains his residence in Jupiter, Florida, with his wife, Defendant Viola Brown.

13. Upon information and belief, Defendant Viola Brown, in her capacities as creator and trustee of the Viola Brown Trust, and Subsequent Transferee Defendant Viola Brown, individually, maintains her residence in Jupiter, Florida, with her husband, Defendant Elbert Brown.

BACKGROUND, THE TRUSTEE, AND STANDING

14. On December 11, 2008 (the "Filing Date"),² Madoff was arrested by federal agents for violation of the criminal securities laws, including, *inter alia*, securities fraud, investment adviser fraud, and mail and wire fraud. Contemporaneously, the Securities and Exchange Commission ("SEC") filed a complaint in the District Court which commenced the District Court Proceeding against Madoff and BLMIS. The District Court Proceeding remains pending in the District Court. The SEC complaint alleged that Madoff and BLMIS engaged in fraud through the investment advisor activities of BLMIS.

15. On December 12, 2008, The Honorable Louis L. Stanton of the District Court entered an order appointing Lee S. Richards, Esq. (the "Receiver") as receiver for the assets of BLMIS.

16. On December 15, 2008, pursuant to section 78eee(a)(4)(A) of SIPA, the SEC consented to a combination of its own action with an application of the Securities Investor Protection Corporation ("SIPC"). Thereafter, pursuant to section 78eee(a)(4)(B) of SIPA, SIPC filed an application in the District Court alleging, *inter alia*, that BLMIS was not able to meet its obligations to securities customers as they came due and, accordingly, its customers needed the protections afforded by SIPA.

17. Also on December 15, 2008, Judge Stanton granted the SIPC application and entered an order pursuant to SIPA (the "Protective Decree"), which, in pertinent part:

- a. appointed the Trustee for the liquidation of the business of BLMIS

² Section 78III(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78eee(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." 15 U.S.C. § 78III(7)(B). Thus, even though the application for a protective decree was filed on December 15, 2008, the Filing Date in this action is December 11, 2008.

pursuant to section 78eee(b)(3) of SIPA;

b. appointed Baker & Hostetler LLP as counsel to the Trustee pursuant to section 78eee(b)(3) of SIPA; and

c. removed the case to this Court pursuant to section 78eee(b)(4) of SIPA. By this Protective Decree, the Receiver was removed as Receiver for BLMIS.

18. By orders dated December 23, 2008, and February 4, 2009, respectively, the Bankruptcy Court approved the Trustee's bond and found that the Trustee was a disinterested person. Accordingly, the Trustee is duly qualified to serve and act on behalf of the estate of BLMIS.

19. At a Plea Hearing on March 12, 2009, in the case captioned *United States v. Madoff*, Case No. 09-CR-213(DC), Madoff pled guilty to an eleven-count criminal information filed against him by the United States Attorney's Office for the Southern District of New York. At the Plea Hearing, Madoff admitted that he "operated a Ponzi scheme through the investment advisory side of [BLMIS]." Plea Allocution of Bernard L. Madoff at 23, *United States v. Madoff*, No. 09-CR-213 (DC) (S.D.N.Y. Mar. 12, 2009) (Docket No. 50). Additionally, Madoff asserted "[a]s I engaged in my fraud, I knew what I was doing [was] wrong, indeed criminal." *Id.* Madoff was sentenced on June 29, 2009, to 150 years in prison.

20. On August 11, 2009, a former BLMIS employee, Frank DiPascali, pled guilty to participating in and conspiring to perpetuate the Ponzi scheme. At a Plea Hearing on August 11, 2009 in the case entitled *United States v. DiPascali*, Case No. 09-CR-764 (RJS), DiPascali pled guilty to a ten-count criminal information. Among other things, DiPascali admitted that the fictitious scheme had begun at BLMIS since at least the 1980s. Plea Allocution of Frank DiPascali at 46, *United States v. DiPascali*, No. 09-CR-764 (RJS) (S.D.N.Y. Aug. 11, 2009)

(Docket No. 11).

21. As the Trustee appointed under SIPA, the Trustee is charged with recovering and paying out customer property to BLMIS's customers, assessing claims, and liquidating any other assets of the firm for the benefit of the estate and its creditors. The Trustee is in the process of marshalling BLMIS's assets, and the liquidation of BLMIS's assets is well underway. However, such assets will not be sufficient to reimburse the customers of BLMIS for the billions of dollars that they invested with BLMIS over the years. Consequently, the Trustee must use his authority under SIPA and the Bankruptcy Code to pursue recovery from customers who received preferences, payouts of fictitious profits and/or other avoidable obligations and transfers, to the detriment of other defrauded customers whose money was consumed by the Ponzi scheme. Absent this or other recovery actions, the Trustee will be unable to satisfy the claims described in subparagraphs (A) through (D) of SIPA section 78ffff-2(c)(1).

22. Pursuant to section 78ffff-1(a), the Trustee has the general powers of a bankruptcy trustee in a case under the Bankruptcy Code in addition to the powers granted by SIPA pursuant to SIPA section 78ffff(b). Chapters 1, 3, 5 and subchapters I and II of chapter 7 of the Bankruptcy Code apply to this proceeding to the extent consistent with SIPA.

23. Pursuant to sections 78ffff(b) and 78ffff(7)(B) of SIPA, the Filing Date is deemed to be the date of the filing of the petition within the meaning of section 548 of the Bankruptcy Code and the date of the commencement of the case within the meaning of section 544 of the Bankruptcy Code.

24. The Trustee has standing to bring these claims pursuant to applicable provisions of SIPA, including sections 78ffff-1(a), 78ffff(b) and 78ffff-2(c)(3), and the Bankruptcy Code, including sections 323(b) and 704(a)(1), because, among other reasons:

- (a) BLMIS incurred losses as a result of the claims set forth herein;
- (b) the Trustee is a bailee of customer funds entrusted to BLMIS for investment purposes;
- (c) the Defendants received "Customer Property" as defined in SIPA § 78fff(4);
- (d) SIPC has not reimbursed, and will not fully reimburse, the customers for their losses;
- (e) the Trustee is the assignee of claims paid, and to be paid, to customers of BLMIS who have filed claims in the liquidation proceeding (such claim filing customers, collectively, "Accountholders"). To the extent the Trustee has received express assignments of certain BLMIS customer claims, which they could have asserted, the Trustee stands in the shoes of persons who have suffered injury-in-fact, and a distinct and palpable loss for which the Trustee is entitled to seek monetary damages;
- (f) SIPC has expressly conferred upon the Trustee enforcement of its rights of subrogation with respect to payments it has made and is making to customers of BLMIS from SIPC funds; and
- (g) the Trustee has the power and authority to avoid obligations, and avoid and recover transfers, pursuant to sections 544, 547, 548, 550(a), and 551 of the Bankruptcy Code, applicable state law including the DCL, and applicable provisions of SIPA, including §§ 78fff(b) and 78fff-2(c)(3).

THE FRAUDULENT PONZI SCHEME

25. Founded in or around 1959, BLMIS began operations as a sole proprietorship of Madoff and later, effective January 2001, formed as a New York limited liability company wholly owned by Madoff. Since in or about 1986, BLMIS operated from its principal place

of business at 885 Third Avenue, New York, New York. Madoff, as founder, proprietor, chairman, and chief executive officer, ran BLMIS together with several family members and a number of additional employees. BLMIS was registered with the SEC as a securities broker-dealer under section 15(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(b). By that registration, BLMIS is a member of SIPC. BLMIS had three business units: investment advisory (the "IA Business"), market making, and proprietary trading.

26. For certain accounts in the IA Business, BLMIS purported to participate in a capital appreciation/depreciation strategy, depending on whether the customer sought to generate gains or losses. For example, the strategy was executed by either purporting to purchase small groups of securities near lows and then purporting to sell those same securities at highs, or by purporting to short-sell securities near highs and then purporting to repurchase those securities near lows.

27. For other accounts, Madoff described the IA Business' strategy as a "split-strike conversion" strategy. Madoff promised these clients that their funds would be invested in a basket of common stocks within the S&P 100 Index, which is a collection of the 100 largest U.S. publicly traded companies. The basket of stocks would be intended to mimic the movement of the S&P 100 Index. Madoff asserted that he would carefully time purchases and sales to maximize value, but this meant that the clients' funds would intermittently be out of the market, at which times they would purportedly be invested in U.S. issued securities and money market funds. The second part of the split-strike conversion strategy was the hedge of such purchases with option contracts. Madoff purported to purchase and sell S&P 100 Index option contracts that closely corresponded with the stocks in the basket, thereby controlling the downside risk of price changes in the basket of stocks.

28. Although clients of the IA Business received monthly or quarterly statements purportedly showing the securities that were held in – or had been traded through – their accounts, as well as the growth of and profit from those accounts over time, the trades reported on these statements were a complete fabrication. The security purchases and sales depicted in the account statements virtually never occurred and the profits reported were entirely fictitious. At his Plea Hearing, Madoff admitted that he never in fact purchased any of the securities he claimed to have purchased for customer accounts. *See* Plea Allocution of Bernard L. Madoff at 3, *United States v. Madoff*, No. 09-CR-213 (DC) (S.D.N.Y. Mar. 12, 2009) (Docket No. 50). Indeed, based on the Trustee's investigation to date and with the exception of isolated individual trades for certain parties other than Defendants, there is no record of BLMIS having cleared any purchase or sale of securities on behalf of the IA Business at the Depository Trust & Clearing Corporation, the clearing house for such transactions.

29. Prior to his arrest, Madoff assured clients and regulators that he conducted all trades on the over-the-counter market after hours. To bolster that lie, Madoff periodically wired tens of millions of dollars to BLMIS's affiliate, Madoff Securities International Ltd. ("MSIL"), a London based entity substantially owned by Madoff and his family. There are no records that MSIL ever used the wired funds to purchase securities for the accounts of the IA Business clients.

30. Additionally, based on the Trustee's investigation to date, there is no evidence that BLMIS ever purchased or sold any of the options that Madoff claimed on customer statements to have purchased and sold.

31. For all periods relevant hereto, the IA Business was operated as a Ponzi scheme

and Madoff and his co-conspirators concealed the ongoing fraud in an effort to hinder, delay or defraud other current and prospective customers of BLMIS. The money received from investors was not set aside to buy securities as purported, but instead was primarily used to make the distributions to – or payments on behalf of – other investors. The money sent to BLMIS for investment, in short, was simply used to keep the scheme going and to enrich Madoff, his associates and others, including Defendants, until such time as the requests for redemptions in December 2008 overwhelmed the flow of new investments and caused the inevitable collapse of the Ponzi scheme.

32. The payments to investors constituted an intentional misrepresentation of fact regarding the underlying accounts and were an integral and essential part of the fraud. The payments were necessary to validate the false account statements, and were made to avoid detection of the fraud, to retain existing investors and to lure other investors into the Ponzi scheme.

33. During the scheme, certain investors requested and received distributions of the so-called “profits” listed for their accounts that were nothing more than fictitious profits. Other investors, from time to time, redeemed or closed their accounts, or removed portions of purportedly available funds, and were paid consistently with the statements they had been receiving. Some of those investors later re-invested part or all of those withdrawn payments with BLMIS.

34. When payments were made to or on behalf of these investors, including Defendants, the falsified monthly statements of accounts reported that the accounts of such investors included substantial gains. In reality, BLMIS had not invested the investors’ principal as reflected in customer statements. In an attempt to conceal the ongoing fraud and thereby

hinder, delay or defraud other current and prospective investors, BLMIS paid to or on behalf of certain investors the inflated amounts reflected in the falsified financial statements, including principal and/or fictitious profits.

35. BLMIS used the funds deposited from new investments to continue operations and pay redemption proceeds to or on behalf of other investors and to make other transfers. Due to the siphoning and diversion of new investments to fund redemptions requested by other investors, BLMIS did not have the funds to pay investors on account of their new investments. BLMIS was able to stay afloat only by using the principal invested by some clients to pay other investors or their designees.

36. In an effort to hinder, delay or defraud authorities from detecting the fraud, BLMIS did not register as an investment adviser until September 2006.

37. In or about January 2008, BLMIS filed with the SEC a Uniform Application for Investment Adviser Registration. The application represented, *inter alia*, that BLMIS had 23 customer accounts and assets under management of approximately \$17.1 billion. In fact, in January 2008, BLMIS had approximately 4,900 active client accounts with a purported value of approximately \$65 billion under management.

38. Not only did Madoff seek to evade regulators, Madoff also had false audit reports "prepared" by Friehling & Horowitz, a three-person accounting firm in Rockland County, New York. Of the two accountants at the firm, one was semi-retired and living in Florida for many years prior to the Filing Date.

39. At all times relevant hereto, the liabilities of BLMIS were billions of dollars greater than the assets of BLMIS. At all relevant times, BLMIS was insolvent in that (i) its assets were worth less than the value of its liabilities; (ii) it could not meet its obligations as they

came due; and (iii) at the time of the transfers, BLMIS was left with insufficient capital.

THE ACCOUNT AGREEMENTS

40. According to BLMIS's records, the EB Trust Account I and EB Trust Account II (Nos. 1B0073 and 1B0142, respectively),³ the VB Trust Account I and VB Trust Account II (Nos. 1B0078 and 1B0128, respectively), and the Do Stay Account (No. ID0040)⁴ were maintained with BLMIS, as set forth on Exhibit A (collectively, the "Accounts"). Upon information and belief, for each Account, a "Customer Agreement," an "Option Agreement," and/or a "Trading Authorization Limited to Purchases and Sales of Securities" (collectively, the "Account Agreements")⁵ were executed and delivered to BLMIS at its headquarters at 885 Third Avenue, New York, New York. Additionally, there were periodic customer statements, confirmations, and other communications made by BLMIS or Madoff and sent to Defendants (together with the Account Agreements, the "Account Documents").

41. The Account Agreements were to be performed in New York, New York through securities trading activities that would take place in New York, New York. The Account was held in New York, New York, and Defendants sent funds to BLMIS and/or to BLMIS's account at JPMorgan Chase & Co., Account #xxxxxxxxxx1703 (the "BLMIS Bank Account") in New York, New York for application to the Account and the purported conducting of trading activities. Between the date the Account was opened and the Filing Date, Defendants made deposits to BLMIS through checks and/or wire transfers into the BLMIS Bank Account and/or received inter-account transfers from other BLMIS accounts.

³ The Account No. 1B0142 appears to have been opened with a transfer from a predecessor account. Any principal balance in such predecessor account has been credited to the Account, as reflected on Exhibit B attached hereto.

⁴ The Account No. ID0040 appears to have been opened with a transfer from a predecessor account. Any principal balance in such predecessor account has been credited to the Account, as reflected on Exhibit B attached hereto.

⁵ Some of the Account Agreements were executed for predecessor accounts that were rolled into the respective Accounts and, upon information and belief, applied to the Accounts.

THE OBLIGATIONS

42. To the extent BLMIS or Madoff incurred obligations to the Defendant in connection with the Account Documents or any statements or representations made by BLMIS or Madoff, such obligations (collectively, the "Obligations") are avoidable under sections 105(a), 544(b) and 548(a) of the Bankruptcy Code, applicable provisions of DCL sections 273-279, and applicable provisions of SIPA, including §§ 78fff(b) and 78fff-1(b). BLMIS or Madoff incurred the Obligations as an integral part of and in furtherance of BLMIS's Ponzi scheme.

43. To the extent BLMIS or Madoff incurred the Obligations, such Obligations were incurred with actual intent to hinder, delay, or defraud then existing and/or future creditors.

44. To the extent BLMIS or Madoff incurred the Obligations, such Obligations were incurred when BLMIS was insolvent, had unreasonably small capital, and/or was unable to pay its debts as they matured. BLMIS was a massive Ponzi scheme, which, as a matter of law, was insolvent from its inception and, therefore, never capable of fulfilling its obligations to its creditors.

THE TRANSFERS

45. During the six years prior to the Filing Date, BLMIS made transfers (collectively, the "Transfers") to: (i) Elbert Brown Trust Defendants in respect of the EB Trust Account I totaling \$1,272,000 (the "EB Trust Transfers"); (ii) Viola Brown Trust Defendants in respect of the VB Trust Account I totaling \$1,320,000 (the "VB Trust Transfers"); and (iii) Defendant Do Stay in respect of the Do Stay Account totaling \$373,200 (the "Do Stay Transfers"). The Transfers were made to or for the benefit of Defendants and are set forth in Columns 10 and 11 on Exhibit B annexed hereto.

46. The Transfers that occurred between December 11, 2002 and December 11, 2008

are referred to hereafter as the "Six Year Transfers." The Six Year Transfers are avoidable and recoverable under sections 544(b), 550(a)(1) and 551 of the Bankruptcy Code, applicable provisions of SIPA, particularly SIPA section 78fff-2(c)(3), and DCL sections 273-279 and total \$2,965,200. *See Exhibit B, Column 11.* The Six Year Transfers are also avoidable to the extent they were made on account of the avoidable Obligations.

47. The Transfers that occurred between December 11, 2006 and December 11, 2008 are referred to hereafter as the "Two Year Transfers." The Two Year Transfers are avoidable and recoverable under sections 548(a), 550(a) and 551 of the Bankruptcy Code and applicable provisions of SIPA, particularly SIPA section 78fff-2(c)(3) and total \$1,112,000. *See Exhibit B, Column 10.* The Two Year Transfers are also avoidable to the extent they were made on account of the avoidable Obligations.

48. In addition, during the 90 days prior to the Filing Date, BLMIS made payments (hereafter, the "Preference Period Transfers") in respect of the EB Trust Account II totaling the amount of \$233,000 to Elbert Brown Trust Defendants. The Preference Period Transfers were made to or for the benefit of Elbert Brown Trust Defendants, and are set forth on Exhibit B annexed hereto. *See Exhibit B, Column 9.*

49. The Preference Period Transfers represent the return of principal received during the 90 days prior to the Filing Date, and are avoidable and recoverable under sections 547, 550(a)(1), and 551 of the Bankruptcy Code and applicable provisions of SIPA, particularly SIPA section 78fff-2(c)(3).

50. On information and belief, the EB Trust Transfers, VB Trust Transfers, Do Stay Transfers, and Preference Period Transfers were subsequently transferred by the respective Defendants to Subsequent Transferee Defendants (collectively, the "Subsequent Transfers").

51. The Subsequent Transfers, or the value thereof, are recoverable from Subsequent Transferee Defendants pursuant to section 550(a) of the Bankruptcy Code.

52. The Trustee's investigation is ongoing and the Trustee reserves the right to (i) supplement the information regarding the Obligations, Transfers, Preference Period Transfers, Subsequent Transfers, and any additional transfers and (ii) seek recovery of such additional transfers.

53. To the extent that any of the avoidance and/or recovery counts may be inconsistent with each other, they are to be treated as being pled in the alternative.

CUSTOMER CLAIMS

54. On or about February 13, 2009, a customer claim was filed with the Trustee for the EB Trust Account I, which the Trustee has designated as Claim # 002263. In addition, on or about July 1, 2009, an additional customer claim was filed with the Trustee for the EB Trust Account I, which the Trustee has designated as Claim # 014263.

55. On or about February 17, 2009, a customer claim was filed with the Trustee for the VB Trust Account I, which the Trustee has designated as Claim # 002317. In addition, on or about July 1, 2009, an additional customer claim was filed with the Trustee for the VB Trust Account I, which the Trustee has designated as Claim # 014254.

56. On or about February 13, 2009, a customer claim was filed with the Trustee for the Do Stay Account, which the Trustee has designated as Claim # 002266. In addition, on or about July 1, 2009, an additional customer claim was filed with the Trustee for the Do Stay Account, which the Trustee has designated as Claim # 014255.

57. Each of the above customer claims is hereafter referred to as "Customer

Claim" and together with some or all of such customer claims, the "Customer Claims".

58. On or about April 19, 2010, the Trustee issued a Notice of Trustee's Determination of Claim (the "EB Trust Account I Determination") with respect to the Customer Claims for the EB Trust Account I. On or about October 8, 2010, the Trustee issued a Revised Notice of Trustee's Determination of Claim (the "Revised EB Trust Account I Determination") with respect to the Customer Claims for the EB Trust Account I. A copy of the Revised EB Trust Account I Determination is attached hereto as Exhibit C.

59. On or about April 27, 2010, the Trustee issued a Notice of Trustee's Determination of Claim (the "VB Trust Account I Determination") with respect to the Customer Claims for the VB Trust Account I. On or about October 8, 2010, the Trustee issued a Revised Notice of Trustee's Determination of Claim (the "Revised VB Trust Account I Determination") with respect to the Customer Claims for the VB Trust Account I. A copy of the Revised VB Trust Account I Determination is attached hereto as Exhibit C.

60. On or about June 28, 2010, the Trustee issued a Notice of Trustee's Determination of Claim (the "Do Stay Account Determination") with respect to the Customer Claims for the Do Stay Account. A copy of the Do Stay Account Determination is attached hereto as Exhibit C.

61. On or about May 19, 2010, an objection to the EB Trust Account I Determination was filed with the Court. On or about November 5, 2010, an objection to the Revised EB Trust Account I Determination was filed with the Court. On or about May 27, 2010, an objection to the VB Trust Account I Determination was filed with the Court. On or about November 5, 2010, an objection to the Revised VB Trust Account I Determination was filed with the Court. On or about July 28, 2010, an objection to the Do Stay Account

Determination was filed with the Court. The above claims objections are hereafter collectively referred to as the "Claims Objections".

62. Elbert Brown Trust Defendants hold the EB Trust Account II in the name "Elbert R Brown Trustee under Trust DTD 12/29/88," designated as BLMIS account number 1B0142. Upon information and belief, Elbert Brown Trust Defendants are the absolute owners of the EB Trust Account II and/or have a beneficial or equitable interest in the EB Trust Account II. In the alternative, the EB Trust Account II is the conduit for Elbert Brown Trust Defendants.

63. Viola Brown Trust Defendants hold the VB Trust Account II in the name "Viola Brown Trustee u/t/d 12/29/88," designated as BLMIS account number 1B0128. Upon information and belief, Viola Brown Trust Defendants are the absolute owners of the VB Trust Account II and/or have a beneficial or equitable interest in the VB Trust Account II. In the alternative, the VB Trust Account II is the conduit for Viola Brown Trust Defendants.

64. On or about February 19, 2009, a customer claim was filed with the Trustee for the EB Trust Account II which the Trustee has designated as Claim # 002696. On or about July 1, 2009, an additional customer claim was filed with the Trustee for the EB Trust Account II which the Trustee has designated as Claim # 014264 (collectively, the "EB Trust Account II Claims").

65. On or about February 19, 2009, a customer claim was filed with the Trustee for the VB Trust Account II which the Trustee has designated as Claim # 002695. On or about July 1, 2009, an additional customer claim was filed with the Trustee for the VB Trust Account II which the Trustee has designated as Claim # 014253 (collectively, the "VB Trust Account II Claims").

66. The EB Trust Account II Claims and VB Trust Account II Claims are hereafter together referred to as the "Related Account Customer Claims". The Trustee has yet to issue a determination with respect to the Related Account Customer Claims and/or make distributions on the Related Account Customer Claims.

67. On December 23, 2008, this Court entered an Order on Application for Entry of an Order Approving Form and Manner of Publication and Mailing of Notices, Specifying Procedures for Filing, Determination and Adjudication of Claims, and Providing Other Relief ("Claims Procedures Order"; Docket No. 12). The Claims Procedures Order includes a process for determination and allowance of claims under which the Trustee has been operating. The Trustee intends to resolve the Customer Claims, Related Account Customer Claims, and all objections to the Trustee's determination of such claims through a separate hearing as contemplated by the Claims Procedures Order.

COUNT ONE
PREFERENTIAL TRANSFER – 11 U.S.C. §§ 547(b), 550, AND 551

68. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

69. At the time of each of the Preference Period Transfers received within the 90 days prior to the Filing Date, Elbert Brown Trust Defendants were "creditors" of BLMIS within the meaning of section 101(10) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.

70. Each of the Preference Period Transfers constitutes a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.

71. Each of the Preference Period Transfers was to or for the benefit of Elbert Brown Trust Defendants.

72. Each of the Preference Period Transfers was made for or on account of an antecedent debt owed by BLMIS before such transfer was made.

73. Each of the Preference Period Transfers was made while BLMIS was insolvent.

74. Each of the Preference Period Transfers was made within 90 days of the Filing Date.

75. Each of the Preference Period Transfers enabled Elbert Brown Trust Defendants to receive more than Elbert Brown Trust Defendants would receive if (i) this case was a case under chapter 7 of the Bankruptcy Code; (ii) the transfers had not been made; and (iii) Elbert Brown Trust Defendants received payment of such debt to the extent provided by the provisions of the Bankruptcy Code.

76. Each of the Preference Period Transfers constituted a preferential transfer avoidable by the Trustee pursuant to section 547(b) of the Bankruptcy Code and recoverable from Elbert Brown Trust Defendants pursuant to section 550(a) and section 78fff-2(c)(3) of SIPA.

77. As a result of the foregoing, pursuant to sections 547(b), 550, and 551 of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment against Elbert Brown Trust Defendants: (a) avoiding and preserving the Preference Period Transfers, (b) directing that the Preference Period Transfers be set aside, and (c) recovering the Preference Period Transfers, or the value thereof, from Elbert Brown Trust Defendants for the benefit of the estate of BLMIS.

COUNT TWO
FRAUDULENT TRANSFERS AND OBLIGATIONS – 11 U.S.C. §§ 548(a)(1)(A), 550(a)
AND 551

78. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

79. Each of the Two Year Transfers was made on or within two years before the Filing Date.

80. Each of the Two Year Transfers constituted a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.

81. Each of the Two Year Transfers and the Obligations was made or incurred by BLMIS with the actual intent to hinder, delay or defraud some or all of BLMIS's then existing and/or future creditors.

82. Each of the Two Year Transfers constitutes a fraudulent transfer avoidable by the Trustee pursuant to section 548(a)(1)(A) of the Bankruptcy Code and recoverable from Defendants pursuant to section 550(a) of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA.

83. The Obligations are avoidable by the Trustee pursuant to section 548(a)(1)(A) of the Bankruptcy Code and applicable provisions of SIPA including sections 78fff(b) and 78fff-1(b).

84. As a result of the foregoing, pursuant to sections 548(a)(1)(A), 550(a) and 551 of the Bankruptcy Code and sections 78fff(b), 78fff-1(b), and 78fff-2(c)(3) of SIPA, as applicable, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Two Year Transfers, (b) avoiding the Obligations, (c) directing that the Two Year Transfers and Obligations be set aside, and (d) recovering the Two Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT THREE

FRAUDULENT TRANSFERS AND OBLIGATIONS – 11 U.S.C. §§ 548(a)(1)(B), 550(a)
AND 551

85. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

86. Each of the Two Year Transfers was made on or within two years before the Filing Date.

87. Each of the Two Year Transfers constituted a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.

88. BLMIS received less than reasonably equivalent value in exchange for each of the Two Year Transfers and the Obligations.

89. At the time of each of the Two Year Transfers and at all times relevant to the Obligations, BLMIS was insolvent, or became insolvent as a result of the Two Year Transfers.

90. At the time of each of the Two Year Transfers and at all times relevant to the Obligations, BLMIS was engaged in a business or a transaction, or was about to engage in a business or transaction, for which any property remaining with BLMIS was an unreasonably small capital.

91. At the time BLMIS made each of the Two Year Transfers, and at all times relevant to the Obligations, BLMIS had incurred, was intending to incur, or believed that it would incur debts beyond its ability to pay them as the debts matured.

92. Each of the Two Year Transfers constitutes a fraudulent transfer avoidable by the Trustee pursuant to section 548(a)(1)(B) of the Bankruptcy Code and recoverable from Defendants pursuant to section 550(a) of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA.

93. The Obligations are avoidable by the Trustee pursuant to section 548(a)(1)(B) of

the Bankruptcy Code and applicable provisions of SIPA including sections 78fff(b) and 78fff-1(b).

94. As a result of the foregoing, pursuant to sections 548(a)(1)(B), 550(a) and 551 of the Bankruptcy Code and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA, as applicable, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Two Year Transfers, (b) avoiding the Obligations, (c) directing that the Two Year Transfers and Obligations be set aside, and (d) recovering the Two Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT FOUR
FRAUDULENT TRANSFERS AND OBLIGATIONS – NEW YORK DEBTOR AND CREDITOR LAW §§ 276, 278 AND/OR 279 AND 11 U.S.C. §§ 544(b), 550(a) AND 551

95. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

96. At all times relevant to the Six Year Transfers and Obligations, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

97. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.

98. Each of the Six Year Transfers and Obligations was made by BLMIS with the actual intent to hinder, delay, or defraud then existing and/or future creditors of BLMIS. BLMIS made each of the Six Year Transfers and incurred the Obligations to or for the benefit of Defendants in furtherance of a fraudulent investment scheme.

99. As a result of the foregoing, pursuant to DCL sections 276, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and

78fff-2(c)(3) of SIPA, as applicable, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT FIVE

FRAUDULENT TRANSFERS AND OBLIGATIONS – NEW YORK DEBTOR AND CREDITOR LAW §§ 273 AND 278 AND/OR 279 AND 11 U.S.C. §§ 544(b), 550(a) AND 551

100. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

101. At all times relevant to the Six Year Transfers and Obligations, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

102. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.

103. BLMIS did not receive fair consideration for any of the Six Year Transfers or the Obligations.

104. BLMIS was insolvent, or became insolvent as a result of the Six Year Transfers or the Obligations.

105. As a result of the foregoing, pursuant to DCL sections 273, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA, as applicable, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year

Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT SIX

FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 274, 278 AND/OR 279 AND 11 U.S.C. §§ 544(b), 550(a) AND 551

106. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

107. At all times relevant to the Six Year Transfers, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

108. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.

109. BLMIS did not receive fair consideration for any of the Six Year Transfers.

110. At the time BLMIS made each of the Six Year Transfers, BLMIS was engaged or was about to engage in a business or transaction for which the property remaining in its hands after each of the Six Year Transfers was an unreasonably small capital.

111. As a result of the foregoing, pursuant to DCL sections 274, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78ffff-2(c)(3) of SIPA, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT SEVEN

FRAUDULENT TRANSFERS AND OBLIGATIONS – NEW YORK DEBTOR AND CREDITOR LAW §§ 275, 278 AND/OR 279 AND 11 U.S.C. §§ 544(b), 550(a) AND 551

112. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

113. At all times relevant to the Six Year Transfers and Obligations, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

114. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.

115. BLMIS did not receive fair consideration for any of the Six Year Transfers or Obligations.

116. At the time BLMIS made each of the Six Year Transfers or incurred the Obligations, BLMIS had incurred, was intending to incur, or believed that it would incur debts beyond its ability to pay them as the debts matured.

117. As a result of the foregoing, pursuant to DCL sections 275, 278 and/or 279 and sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b), and 78fff-2(c)(3) of SIPA, as applicable, the Trustee is entitled to a judgment against Defendants: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS.

COUNT EIGHT
RECOVERY OF SUBSEQUENT TRANSFERS – NEW YORK DEBTOR AND CREDITOR LAW §§ 278 AND/OR 279 AND 11 U.S.C. §§ 544, 547, 548, 550(a), AND 551

118. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

119. Each of the Transfers is avoidable under sections 544, and/or 548 of the

Bankruptcy Code, DCL sections 273, 274, 275, and/or 276 and section 78fff-2(c)(3) of SIPA, and each of the Preference Period Transfers is avoidable under section 547 of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA.

120. On information and belief, the Subsequent Transfers were transferred by Defendants to Subsequent Transferee Defendants.

121. Each of the Subsequent Transfers was made directly or indirectly to Subsequent Transferee Defendants.

122. Subsequent Transferee Defendants are immediate or mediate transferees of the Subsequent Transfers from Defendants.

123. As a result of the foregoing and the avoidance of the within Preference Period Transfers and Transfers, pursuant to DCL sections 278 and/or 279, sections 544(b), 547, 548(a), 550(a), and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment against Subsequent Transferee Defendants: (a) avoiding and preserving the Subsequent Transfers; (b) directing that the Subsequent Transfers be set aside; and (c) recovering the Subsequent Transfers, or the value thereof, from Subsequent Transferee Defendants for the benefit of the estate of BLMIS.

COUNT NINE
DISALLOWANCE OF RELATED ACCOUNT CUSTOMER CLAIMS

124. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.

125. Elbert Brown Trust Defendants hold the EB Trust Account II. Upon information and belief, Elbert Brown Trust Defendants are the absolute owners of the EB Trust Account II and/or have a beneficial or equitable interest in the EB Trust Account II. In

the alternative, the EB Trust Account II is the conduit for Elbert Brown Trust Defendants.

126. Viola Brown Trust Defendants hold the VB Trust Account II. Upon information and belief, Viola Brown Trust Defendants are the absolute owners of the VB Trust Account II and/or have a beneficial or equitable interest in the VB Trust Account II. In the alternative, the VB Trust Account II is the conduit for Viola Brown Trust Defendants.

127. The EB Trust Account II Claims should not be allowed pursuant to section 502(d) of the Bankruptcy Code unless and until Elbert Brown Trust Defendants pay or turn over to the Trustee the Preference Period Transfers and EB Trust Transfers. Elbert Brown Trust Defendants are the recipients of the Preference Period Transfers and EB Trust Transfers of BLMIS' property which are avoidable and recoverable under sections 544, 547, 548, and/or 550 of the Bankruptcy Code, and/or DCL sections 273, 274, 275, and 276, and section 78fff-2(c)(3) of SIPA, and Elbert Brown Trust Defendants have not returned the Preference Period Transfers and EB Trust Transfers to the Trustee.

128. The VB Trust Account II Claims should not be allowed pursuant to section 502(d) of the Bankruptcy Code unless and until Viola Brown Trust Defendants pay or turn over to the Trustee the VB Trust Transfers. Viola Brown Trust Defendants are the recipients of the VB Trust Transfers of BLMIS's property which are avoidable and recoverable under sections 544, 548, and/or 550 of the Bankruptcy Code, DCL sections 273, 274, 275, and 276, and section 78fff-2(c)(3) of SIPA, and Viola Brown Trust Defendants have not returned the VB Trust Transfers to the Trustee.

129. The Claims Procedures Order includes a process for determination and allowance of claims under which the Trustee has been operating. As a result of the foregoing, the Trustee intends to resolve the Related Account Customer Claims and any related objections

through the mechanisms contemplated by the Claims Procedures Order.

WHEREFORE, the Trustee respectfully requests that this Court enter judgment in favor of the Trustee and against Defendants as follows:

- i. On the First Claim for Relief, pursuant to sections 547, 550(a), and 551 of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Preference Period Transfers; (b) directing that the Preference Period Transfers be set aside; and (c) recovering the Preference Period Transfers, or the value thereof, from Elbert Brown Trust Defendants for the benefit of the estate of BLMIS;
- ii. On the Second Claim for Relief, pursuant to sections 548(a)(1)(A), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Two Year Transfers, (b) avoiding the Obligations, (c) directing that the Two Year Transfers and Obligations be set aside, and (d) recovering the Two Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS;
- iii. On the Third Claim for Relief, pursuant to sections 548(a)(1)(B), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Two Year Transfers, (b) avoiding the Obligations, (c) directing that the Two Year Transfers and Obligations be set aside, and (d) recovering the Two Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS;
- iv. On the Fourth Claim for Relief, pursuant to DCL sections 276, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the

estate of BLMIS;

v. On the Fifth Claim for Relief, pursuant to DCL sections 273, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS;

vi. On the Sixth Claim for Relief, pursuant to DCL sections 274, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Six Year Transfers, (b) directing the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS;

vii. On the Seventh Claim for Relief, pursuant to DCL sections 275, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and sections 78fff(b), 78fff-1(b) and 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Six Year Transfers, (b) avoiding the Obligations, (c) directing that the Six Year Transfers and Obligations be set aside, and (d) recovering the Six Year Transfers, or the value thereof, from Defendants for the benefit of the estate of BLMIS;

viii. On the Eighth Claim for Relief, as a result of the avoidance of the within Preference Period Transfers and Transfers, pursuant to DCL section 278 and/or 279, sections 544(b), 547, 548, 550(a), and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Subsequent Transfers; (b) directing that the Subsequent Transfers be set aside; and (c) recovering the Subsequent Transfers, or the value thereof,

from Subsequent Transferee Defendants for the benefit of the estate of BLMIS;

ix. On the Ninth Claim for Relief, the Related Account Customer Claims should not be allowed pursuant to section 502(d) of the Bankruptcy Code unless and until the Transfers and Preference Period Transfers received by Elbert Brown Trust Defendants and the Transfers received by Viola Brown Trust Defendants are paid or turned over;

viii. On all Claims for Relief, pursuant to federal common law and N.Y. CPLR 5001 and 5004, awarding the Trustee prejudgment interest from the date on which the Transfers were received;

ix. On all Claims for Relief, establishing a constructive trust over the proceeds of the Transfers in favor of the Trustee for the benefit of BLMIS's estate;

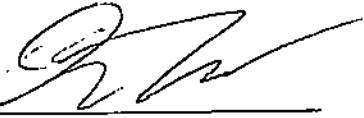
x. On all Claims for Relief, assigning of income tax refunds of Defendants from the United States, state and local governments paid on fictitious profits during the course of the scheme;

xi. On all Claims for Relief, awarding the Trustee all applicable interest, costs, and disbursements of this action; and

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xii. On all Claims for Relief, granting the Trustee such other, further, and different relief as the Court deems just, proper and equitable.

Date: December 2, 2011
New York, New York

By: 

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*Attorneys for Irving H. Picard, Trustee for the
Substantively Consolidated SIPA Liquidation
of Bernard L. Madoff Investment Securities
LLC and Bernard L. Madoff*

Exhibit A

BLMIS Account Name	BLMIS Account Number
ELBERT R BROWN TRUSTEE U/T/D 12/29/88	1B0073
VIOLA BROWN TRUSTEE U/T/D 12/29/88	1B0078
ELBERT R BROWN TRUSTEE UNDER TRUST DTD 12/29/88	1B0142
DO STAY INC	1D0040

Exhibit B

DIAMIS ACCOUNT NO. 1E00073 - ELBERT R BROWN TRUSTEE LTD 1229788

MADC1029 00000002

Page | 6 of 3 - 1 B0075

Exhibit 11

DVIS ACCOUNT NO. 180073 - HOPKINS BROWN TRUSTEE LTD 1122988

¹¹ Exhibit D sets forth a cash flow forecast analysis of the specified account(s) from March 1981 up to December 11, 2003, as applicable. Although a recent of BIA/TIS customer statements reflect back to November 1978, there is no financial information on these statements. Accordingly, the attached cash flow analysis provides a beneficial presumption that the cash and activities on a

historical cost basis in the account(s). As of March 1998 were principal and did not include any

transferred out of the account on this date. Accordingly, the account balance has remained unchanged.

¶ Although PLANTS stated that funds were transferred into this account on this date, these funds consisted entirely of funds from profits earned before April 1, 1970.

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BIN/IS ACCOUNT NO. 1100071 • VIOLA BROWN TRUSTEE UTO 122978

WILSON ACCOUNT NO. 1880078 - VIOLENCE AGAINST TRUSTEE UTD 117988

unit B

BUZIS ACCOUNT NO. 1-20078-V1914 MOWAN TRUSTEE LTD 1129/88

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PLANTS ACCOUNT NO. 19007 - VIOLET BROWN TRUSTEE U/TD 12/29/88

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WANTS ACCOUNT NO. 170073 - VIOLA BROWN TRUSTEE VTB 147798

MADCA029 00000009

Exhibit B

WILLIS ACCOUNT NO. 18867A - VIOLET BROWN TRUSTEE UTD 12/29/88

Exhibit B

ELIJAH'S ACCOUNT NO. 18007 - VOLK BROWN TRUSTEE UTD 12/29/98

Exhibit B sets forth a cash flow forensic analysis of the specified account(s) from March 1, 2008 up to December 11, 2008, as applicable. Although records of ULAKS customer statements exist back to November 1978 in our circuit system, there is little financial information available for those dates. Accordingly, we attached a profit and loss statement for the period of March 1, 2008 through December 11, 2008, which does not include any historical costs.

[1] Although I.M.I.S. statements reflect that funds were transferred into this account on this date, these funds consisted entirely of fictitious profits which were never realized and thus no funds were actually transferred into the account on this date. Accordingly, the account balance has remained unadjusted.

¹⁴ Although BLSIS statements reflect that a larger transfer was made out of the account on this date, a portion of its "transferred" funds consisted of fictitious profits which were never achieved and thus could not have been transferred. Accordingly, only the principal remaining in the account was transferred out of the account on this date.

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W MS 1 ACT 914 NO. 180142: ELBERT B. DROWN'S TRUSTEE UNDER TRUST DTD 12/29/88

Exhibit 11

BLAIS ACCOUNT NO. 180112 - ALBERT R BROWN TRUST UNDER TRUST DTD 12/23/08

Column 1 <u>Date</u>	Column 2 <u>Description</u>	Column 3 <u>Transaction Amount Reported In Statement</u>	Column 4 <u>Cash Deposits</u>	Column 5 <u>Cash Withdrawals</u>	Column 6 <u>Transfer of Principal In</u>	Column 7 <u>Transfer of Principal Out</u>	Column 8 <u>Balance of Principal</u>	Column 9 <u>M/L Pay Preference Transfers</u>	Column 10 <u>2-Year Fraudulent Transfers</u>	Column 11 <u>5-Year Fraudulent Transfers</u>
7/16/2004	CHECK	400,000	400,000				6,400,315			
10/17/2004	CHECK	500,000	500,000				6,667,315			
10/17/2004	CHECK	1,211,000	1,211,000				6,744,315			
11/17/2005	CHECK	100,000	100,000				6,734,315			
11/17/2005	CHECK	250,000	250,000				6,731,315			
11/27/2005	CHECK	(233,000)	(233,000)				6,265,185			
10/3/2005	CHECK	(233,000)	(233,000)				6,512,315			
10/2/2006	CHECK	500,000	500,000				6,512,315			
4/3/2006	CHECK	(233,000)	(233,000)				6,083,185			
7/1/2006	CHECK	700,000	700,000				6,512,315			
10/1/2006	CHECK	200,000	200,000				6,761,315			
10/16/2007	CHECK	500,000	500,000				6,761,315			
4/5/2007	CHECK	(233,000)	(233,000)				6,528,385			
4/19/2007	CHECK	250,000	250,000				6,528,385			
7/2/2007	CHECK	500,000	500,000				7,084,185			
7/20/2007	CHECK	(233,000)	(233,000)				5,551,185			
10/1/2007	CHECK	500,000	500,000				5,551,185			
10/17/2007	CHECK	(233,000)	(233,000)				5,318,185			
10/17/2007	CHECK	250,000	250,000				5,318,185			
Total:		\$ 14,400,000	\$ (10,553,000)			\$ 2,072,185	\$ (5,139,485)	\$ (233,000)	\$ (233,000)	

H) Although BLAIS statements reflect that a larger transfer was made into the account on this date, a portion of the "transferred" funds consisted of fictitious profits which were never achieved and thus could not have been transferred. Accordingly, only the principal remaining in the originating account was transferred into this account on this date.

P) Although BLAIS statements reflect that funds were transferred into this account on this date, these funds consisted entirely of fictitious profits which were never achieved and thus no funds were actually transferred into the account on this date. Accordingly, the account balance has remained unchanged.

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BIN/IS ACCOUNT NO. 1129940-DO STAY INC

BALMS ACCOUNT NO. 1100040 - DO STAY INC

Column 1 Date	Column 2 Transaction Description	Column 3 Transaction Amount Reported In Customer Statement	Column 4 Cash Deposits	Column 5 Cash Withdrawals	Column 6 Transfers of Principals In	Column 7 Transfers of Principals Out	Column 8 Balance of Principals	Column 9 Rebates or Preferential Transfers	Column 10 2-Year Rebates or Preferential Transfers	Column 11 6-Year Rebates or Preferential Transfers
1/22/2008	CHECK	(31,000)								
4/7/2008	CHECK	(31,000)								
4/29/2008	CHECK	(31,000)								
7/1/2008	CHECK	(31,000)								
7/24/2008	CHECK	(31,000)								
Total:		\$ 1,070,000	\$ (1,442,000)				\$ (373,200)	\$ -	\$ (373,200)	\$ -

ii) Although BALMS statements reflect that funds were transferred into this account on this date, these funds transferred entirely of fictitious profits which were never achieved and thus no funds were actually transferred into the account on this date. Accordingly, the account balance has remained unchanged.

iii) Although BALMS statements reflect that funds were transferred out of this account on this date, these funds consisted entirely of fictitious profits which were never achieved and thus no funds were actually transferred out of the account on this date. Accordingly, the account balance has remained unchanged.

Exhibit C

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S REVISED DETERMINATION OF CLAIM

October 8, 2010

Elbert R. Brown, Trustee
U/T/D 12/29/88
REDACTED
Jupiter, Florida 33469

Dear Elbert R. Brown, Trustee U/T/D 12/29/88:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa et seq. ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee previously determined your claims on BLMIS Account No. 1B0073 designated as Claim No. 002263 and Claim No. 014263 pursuant to a Notice of Trustee's Determination of Claim dated April 19, 2010 (the "Prior Notice"). The Prior Notice disclosed an April 8, 1982 withdrawal in the amount of \$100,000.00 (the "Transfer"). Based on information coming to the Trustee's attention subsequent to the issuance of the Prior Notice, the Transfer has been adjusted from a withdrawal to a deposit made to your BLMIS account. Thus, your deposit total has been adjusted by \$100,000.00 to \$1,978,280.08 from \$1,878,280.08, and your withdrawal total has been adjusted by \$100,000.00 to \$6,122,131.75 from \$6,022,131.75. Your account remains overdrawn by \$4,143,851.57. This Notice of Trustee's Revised Determination of Claim contains corrected deposit and withdrawal totals.

¹ Section 78l/(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78cc(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78l/(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

This Notice of Trustee's Revised Determination of Claim supersedes the Prior Notice and serves as the Trustee's revised determination with respect to BLMIS Account No. 1B0073, designated as Claim No. 002263 and Claim No. 014263 (the latter of which is duplicative of Claim No. 002263) and combined ("Combined Claim") for purposes of this determination. This letter shall serve as the Trustee's revised determination with respect to the Combined Claim.

Your Combined Claim for securities is DENIED. No securities were ever purchased for your account.

Further, based on the Trustee's analysis, the amount of money you withdrew from your account at BLMIS (total of \$6,122,131.75), as more fully set forth in Table 1 annexed hereto and made a part hereof, is greater than the amount that was deposited with BLMIS for the purchase of securities (total of \$1,978,280.08). As noted, no securities were ever purchased by BLMIS for your account. Any and all profits reported to you by BLMIS on account statements were fictitious.

As reflected in Table 1, certain of the transfers into or out of your account have been adjusted. As part of the Trustee's analysis of accounts, the Trustee has assessed accounts based on a money in/money out analysis (i.e., has the investor deposited more or less than he or she withdrew from BLMIS). This analysis allows the Trustee to determine which part of an account's balance is originally invested principal and which part is fictitious gains that were fabricated by BLMIS. A customer's allowed claim is based on the amount of principal in the customer's account.

Whenever a customer requested a transfer from one account to another, the Trustee analyzed whether the transferor account had principal in the account at the time of the transfer. The available principal in the account was transferred to and credited in the transferee account. Thus, the reason that the adjusted amount of transferred deposits or withdrawals in Table 1 is less than the purported transfer amount is that the transferor account did not have sufficient principal available to effectuate the full transfer. The difference between the purported transfer amount and the adjusted transfer amount is the amount of fictitious gain that was transferred to or from your account. Under the money in/money out analysis, the Trustee does not give credit for fictitious gains in settling your allowed claim.

Since there were no profits to use either to purchase securities or to pay you any money beyond the amount that was deposited into your BLMIS account, the amount of money you received in excess of the deposits in your account (\$4,143,851.67) was taken from other customers and given to you. Accordingly, because you have withdrawn more than was deposited into your account, you do not have a positive "net equity" in your account and you are not entitled to an allowed claim in the BLMIS liquidation proceeding. Therefore, your Combined Claim is DENIED in its entirety.

On March 1, 2010, the United States Bankruptcy Court for the Southern District of New York (Lifland, J.) issued a decision which affirmed the Trustee's Net Investment Method for determining customer claims. The final resolution of this issue is expected to be determined on appeal.

Should a final and unappealable court order determine that the Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, the Trustee will be bound by that order and will apply it retroactively to all previously determined customer claims in accordance with the Court's order. Nothing in this Notice of Trustee's Revised Determination of Claim shall be construed as a waiver of any rights or claims held by you in having your customer claim re-determined in accordance with any such Court order.

PLEASE TAKE NOTICE: If you disagree with this determination and desire a hearing before Bankruptcy Judge Burton R. Lifland, you MUST file your written opposition, setting forth the grounds for your disagreement, referencing Bankruptcy Case No. 08-1789 (BRL) and attaching copies of any documents in support of your position, with the United States Bankruptcy Court and the Trustee within **THIRTY DAYS** after October 8, 2010, the date on which the Trustee mailed this notice.

PLEASE TAKE FURTHER NOTICE: If you do not properly and timely file a written opposition, the Trustee's determination with respect to your claim will be deemed confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: If you properly and timely file a written opposition, a hearing date for this controversy will be obtained by the Trustee and you will be notified of that hearing date. Your failure to appear personally or through counsel at such hearing will result in the Trustee's determination with respect to your claim being confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: You must mail your opposition, if any, in accordance with the above procedure, to each of the following addresses:

Clerk of the United States Bankruptcy Court for
the Southern District of New York.
One Bowling Green,
New York, New York 10004.

and

Irving H. Picard, Trustee:
c/o Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111

Irving H. Picard

Irving H. Picard

Trustee for the Liquidation of the Business of
Bernard L. Madoff Investment Securities

cc: Setti M. Lipson
REDACTED
West Palm Beach, Florida 33409

DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
3/31/1981	ALIX/3/31/1981 Equity	\$868,280.08	\$868,280.08
4/8/1982	CHECK	\$100,000.00	\$100,000.00
10/18/1982	CHECK	\$75,000.00	\$75,000.00
4/7/1983	CHECK	\$50,000.00	\$50,000.00
4/19/1984	CHECK	\$85,000.00	\$85,000.00
7/29/1985	CHECK	\$100,000.00	\$100,000.00
1/17/1997	CHECK	\$200,000.00	\$200,000.00
1/29/1999	TRANS FROM 1B021270	\$8,885.50	\$0.00
4/19/1999	CHECK	\$500,000.00	\$500,000.00
Total Deposits:		\$1,987,165.58	\$1,978,280.08
DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
4/16/1981	CHECK	(\$4,250.00)	(\$4,250.00)
4/22/1981	CHECK	(\$11,298.33)	(\$11,298.33)
5/26/1981	CHECK	(\$15,214.55)	(\$15,214.55)
5/28/1981	CHECK	(\$3,666.47)	(\$3,666.47)
6/5/1981	CHECK	(\$9,048.94)	(\$9,048.94)
6/9/1981	CHECK	(\$2,811.86)	(\$2,811.86)
7/27/1981	CHECK	(\$3,208.91)	(\$3,208.91)
7/28/1981	CHECK	(\$2,810.86)	(\$2,810.86)
7/31/1981	CHECK	(\$16,161.59)	(\$16,161.59)
8/4/1981	CHECK	(\$12,066.86)	(\$12,066.86)
9/14/1981	CHECK	(\$3,206.77)	(\$3,206.77)
9/14/1981	CHECK	(\$3,277.08)	(\$3,277.08)
9/18/1981	CHECK	(\$13,317.12)	(\$13,317.12)
9/24/1981	CHECK	(\$12,818.69)	(\$12,818.69)
10/30/1981	CHECK	(\$5,583.69)	(\$5,583.69)
11/19/1981	CHECK	(\$16,169.98)	(\$16,169.98)
11/23/1981	CHECK	(\$12,066.54)	(\$12,066.54)
12/31/1981	CHECK	(\$6,964.76)	(\$6,964.76)
3/30/1982	CHECK	(\$36,901.90)	(\$36,901.90)
3/30/1982	CHECK	(\$40,185.75)	(\$40,185.75)
7/6/1982	CHECK	(\$53,098.10)	(\$53,098.10)
10/28/1982	CHECK 10/07	(\$133,000.00)	(\$133,000.00)
1/4/1983	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1983	CHECK	(\$53,000.00)	(\$53,000.00)

10/3/1983	CHECK	(\$53,000.00)	(\$53,000.00)
1/3/1984	CHECK	(\$53,000.00)	(\$53,000.00)
4/10/1984	CHECK	(\$53,000.00)	(\$53,000.00)
7/2/1984	CHECK	(\$53,000.00)	(\$53,000.00)
10/17/1984	CHECK	(\$53,000.00)	(\$53,000.00)
12/31/1984	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1985	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1985	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1985	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1986	CHECK	(\$53,000.00)	(\$53,000.00)
3/31/1986	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1986	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1986	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1987	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1987	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1987	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1987	CHECK	(\$53,000.00)	(\$53,000.00)
1/4/1988	CHECK	(\$53,000.00)	(\$53,000.00)
4/4/1988	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1988	CHECK	(\$53,000.00)	(\$53,000.00)
10/3/1988	CHECK	(\$53,000.00)	(\$53,000.00)
1/4/1989	CHECK	(\$53,000.00)	(\$53,000.00)
4/3/1989	CHECK	(\$53,000.00)	(\$53,000.00)
7/3/1989	CHECK	(\$53,000.00)	(\$53,000.00)
10/2/1989	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1990	CHECK	(\$53,000.00)	(\$53,000.00)
4/2/1990	CHECK	(\$53,000.00)	(\$53,000.00)
7/2/1990	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1990	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1991	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1991	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1991	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1991	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1992	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1992	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1992	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1992	CHECK	(\$53,000.00)	(\$53,000.00)
1/4/1993	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1993	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1993	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1993	CHECK	(\$53,000.00)	(\$53,000.00)
1/3/1994	CHECK	(\$53,000.00)	(\$53,000.00)
4/4/1994	CHECK	(\$53,000.00)	(\$53,000.00)

7/1/1994	CHECK	(\$53,000.00)	(\$53,000.00)
10/3/1994	CHECK	(\$53,000.00)	(\$53,000.00)
1/3/1995	CHECK	(\$53,000.00)	(\$53,000.00)
4/3/1995	CHECK	(\$53,000.00)	(\$53,000.00)
7/3/1995	CHECK	(\$53,000.00)	(\$53,000.00)
10/2/1995	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1996	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1996	CHECK	(\$53,000.00)	(\$53,000.00)
4/3/1996	CHECK	(\$66,000.00)	(\$66,000.00)
7/1/1996	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1996	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1997	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1997	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1997	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1997	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/1998	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/1998	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1998	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/1998	CHECK	(\$53,000.00)	(\$53,000.00)
1/4/1999	CHECK	(\$53,000.00)	(\$53,000.00)
1/29/1999	TRANS TO IB021270	(\$7,460,029.50)	\$0.00
3/1/1999	TRANS TO IB021230	(\$1,077,262.11)	\$0.00
4/1/1999	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/1999	CHECK	(\$53,000.00)	(\$53,000.00)
7/12/1999	TRANS TO IB014230	(\$500,000.00)	\$0.00
10/1/1999	CHECK	(\$233,000.00)	(\$233,000.00)
1/3/2000	CHECK	(\$53,000.00)	(\$53,000.00)
4/3/2000	CHECK	(\$51,000.00)	(\$53,000.00)
7/3/2000	CHECK	(\$53,000.00)	(\$53,000.00)
10/2/2000	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2001	CHECK	(\$53,000.00)	(\$53,000.00)
4/2/2001	CHECK	(\$53,000.00)	(\$53,000.00)
7/2/2001	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/2001	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2002	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/2002	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/2002	CHECK WIRE	(\$53,000.00)	(\$53,000.00)
10/7/2002	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2003	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/2003	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/2003	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/2003	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2004	CHECK	(\$53,000.00)	(\$53,000.00)

4/1/2004	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/2004	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/2004	CHECK	(\$53,000.00)	(\$53,000.00)
12/1/2004	TRANS TO 1B007430	(\$153,062.39)	\$0.00
1/3/2005	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/2005	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/2005	CHECK	(\$53,000.00)	(\$53,000.00)
10/3/2005	CHECK	(\$53,000.00)	(\$53,000.00)
1/3/2006	CHECK	(\$53,000.00)	(\$53,000.00)
4/3/2006	CHECK	(\$53,000.00)	(\$53,000.00)
7/3/2006	CHECK	(\$53,000.00)	(\$53,000.00)
10/2/2006	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2007	CHECK	(\$53,000.00)	(\$53,000.00)
4/2/2007	CHECK	(\$53,000.00)	(\$53,000.00)
7/2/2007	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/2007	CHECK	(\$53,000.00)	(\$53,000.00)
1/2/2008	CHECK	(\$53,000.00)	(\$53,000.00)
4/1/2008	CHECK	(\$53,000.00)	(\$53,000.00)
7/1/2008	CHECK	(\$53,000.00)	(\$53,000.00)
10/1/2008	CHECK	(\$53,000.00)	(\$53,000.00)
Total Withdrawals:		(\$15,314,485.75)	(\$6,122,131.75)
Total deposits: Less. withdrawals:		(\$13,327,320.17)	(\$4,143,854.67)

Exhibit C

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S REVISED DETERMINATION OF CLAIM

October 8, 2010

Viola Brown, Trustee U/T/D 12/29/88
REDACTED
Jupiter, Florida 33469

Dear Viola Brown, Trustee U/T/D 12/29/88:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa *et seq.* ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee previously determined your claims on BLMIS Account No. 1B0078 designated as Claim No. 002317 and Claim No. 014254 pursuant to a Notice of Trustee's Determination of Claim dated April 27, 2010 (the "Prior Notice"). The Prior Notice disclosed a February 1, 1982 withdrawal in the amount of \$50,000.00 (the "\$50,000.00 Transfer") and an April 8, 1982 withdrawal in the amount of \$100,000.00 (the "\$100,000.00 Transfer", together with the \$50,000 Transfer, the "Transfers"). Based on information coming to the Trustee's attention subsequent to the issuance of the Prior Notice, the Transfers have been adjusted from withdrawals to deposits made to your BLMIS account. Thus, your deposit total has been adjusted by \$150,000.00 to \$8,436,398.03 from \$8,286,398.03, and your withdrawal total has been adjusted by \$150,000.00 to \$10,858,758.03 from \$10,708,758.03. Your account remains overdrawn by \$2,422,360.00. This Notice of Trustee's Revised Determination of Claim contains corrected deposit and withdrawal totals.

¹ Section 78III(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78eee(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78III(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

This Notice of Trustee's Revised Determination of Claim supersedes the Prior Notice and serves as the Trustee's revised determination with respect to BLMIS Account No. 1B0078 designated as Claim No. 002317 and Claim No. 014254 (the latter of which is duplicative of Claim No. 002317) and combined ("Combined Claim") for purposes of this determination. This letter shall serve as the Trustee's determination with respect to the Combined Claim:

Your Combined Claim securities is DENIED. No securities were ever purchased for your account.

Further, based on the Trustee's analysis, the amount of money you withdrew from your account at BLMIS (total of \$10,858,758.03), as more fully set forth in Table 1 annexed hereto and made a part hereof, is greater than the amount that was deposited with BLMIS for the purchase of securities (total of \$8,436,398.03). As noted, no securities were ever purchased by BLMIS for your account. Any and all profits reported to you by BLMIS on account statements were fictitious.

As reflected in Table 1, certain of the transfers into or out of your account have been adjusted. As part of the Trustee's analysis of accounts, the Trustee has assessed accounts based on a money in/money out analysis (i.e., has the investor deposited more or less than he or she withdrew from BLMIS). This analysis allows the Trustee to determine which part of an account's balance is originally invested principal and which part is fictitious gains that were fabricated by BLMIS. A customer's allowed claim is based on the amount of principal in the customer's account.

Whenever a customer requested a transfer from one account to another, the Trustee analyzed whether the transferor account had principal in the account at the time of the transfer. The available principal in the account was transferred to and credited in the transferee account. Thus, the reason that the adjusted amount of transferred deposits or withdrawals in Table 1 is less than the purported transfer amount is that the transferor account did not have sufficient principal available to effectuate the full transfer. The difference between the purported transfer amount and the adjusted transfer amount is the amount of fictitious gain that was transferred to or from your account. Under the money in/money out analysis, the Trustee does not give credit for fictitious gains in settling your allowed claim.

Since there were no profits to use either to purchase securities or to pay you any money beyond the amount that was deposited into your BLMIS account, the amount of money you received in excess of the deposits in your account (\$2,422,360.00) was taken from other customers and given to you. Accordingly, because you have withdrawn more than was deposited into your account, you do not have a positive "net equity" in your account and you are not entitled to an allowed claim in the BLMIS liquidation proceeding. Therefore, your Combined Claim is DENIED in its entirety.

On March 1, 2010, the United States Bankruptcy Court for the Southern District of New York (Lifland, J.) issued a decision which affirmed the Trustee's Net Investment Method for determining customer claims. The final resolution of this issue is expected to be determined on appeal.

Should a final and unappealable court order determine that the Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, the Trustee will be bound by that order and will apply it retroactively to all previously determined customer claims in accordance with the Court's order. Nothing in this Notice of Trustee's Revised Determination of Claim shall be construed as a waiver of any rights or claims held by you in having your customer claim re-determined in accordance with any such Court order.

PLEASE TAKE NOTICE: If you disagree with this determination and desire a hearing before Bankruptcy Judge Burton R. Lifland, you MUST file your written opposition, setting forth the grounds for your disagreement, referencing Bankruptcy Case No. 08-1789 (BRL) and attaching copies of any documents in support of your position, with the United States Bankruptcy Court and the Trustee within **THIRTY DAYS** after October 8, 2010, the date on which the Trustee mailed this notice.

PLEASE TAKE FURTHER NOTICE: If you do not properly and timely file a written opposition, the Trustee's determination with respect to your claim will be deemed confirmed by the Court and binding on you.

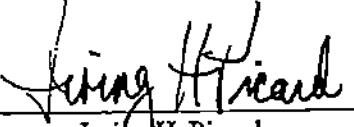
PLEASE TAKE FURTHER NOTICE: If you properly and timely file a written opposition, a hearing date for this controversy will be obtained by the Trustee and you will be notified of that hearing date. Your failure to appear personally or through counsel at such hearing will result in the Trustee's determination with respect to your claim being confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: You must mail your opposition, if any, in accordance with the above procedure, to each of the following addresses:

Clerk of the United States Bankruptcy Court for
the Southern District of New York
One Bowling Green
New York, New York 10004

and

Irving H. Picard, Trustee
c/o Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111



Irving H. Picard

Trustee for the Liquidation of the Business of
Bernard L. Madoff Investment Securities

cc: Christopher Van De Kieft, Esq.
Seeger Weiss LLP
REDACTED
New York, New York 10004

DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
3/31/1981	ALIX: 3/31/1981 Equity	\$831,398.03	\$831,398.03
2/1/1982	CHECK	\$50,000.00	\$50,000.00
4/8/1982	CHECK	\$100,000.00	\$100,000.00
10/18/1982	CHECK	\$75,000.00	\$75,000.00
4/7/1983	CHECK	\$50,000.00	\$50,000.00
4/19/1984	CHECK	\$85,000.00	\$85,000.00
7/22/1985	CHECK	\$100,000.00	\$100,000.00
10/16/1987	CHECK	\$200,000.00	\$200,000.00
10/13/1988	CHECK	\$300,000.00	\$300,000.00
4/12/1989	CHECK	\$75,000.00	\$75,000.00
7/11/1989	CHECK	\$170,000.00	\$170,000.00
10/13/1989	CHECK	\$200,000.00	\$200,000.00
1/16/1990	CHECK	\$125,000.00	\$125,000.00
4/12/1990	CHECK	\$100,000.00	\$100,000.00
7/11/1990	CHECK	\$175,000.00	\$175,000.00
10/15/1990	CHECK	\$195,000.00	\$195,000.00
4/12/1991	CHECK	\$250,000.00	\$250,000.00
7/9/1991	CHECK	\$284,000.00	\$284,000.00
10/8/1991	CHECK	\$229,000.00	\$229,000.00
1/13/1992	CHECK	\$220,000.00	\$220,000.00
4/9/1992	CHECK	\$185,000.00	\$185,000.00
5/11/1992	CHECK	\$135,000.00	\$135,000.00
7/13/1992	CHECK	\$125,000.00	\$125,000.00
7/14/1992	CHECK A/O 7/13/92	\$175,000.00	\$175,000.00
7/14/1992	CXL CHECK A/O 7/13/92	(\$125,000.00)	(\$125,000.00)
10/9/1992	CHECK	\$360,000.00	\$360,000.00
1/25/1993	CHECK	\$75,000.00	\$75,000.00
4/12/1993	CHECK	\$110,000.00	\$110,000.00
7/12/1993	CHECK	\$270,000.00	\$270,000.00
10/18/1993	CHECK	\$140,000.00	\$140,000.00
10/19/1993	CHECK	\$100,000.00	\$100,000.00
1/25/1994	CHECK	\$112,000.00	\$112,000.00
4/18/1994	CHECK	\$145,000.00	\$145,000.00
7/12/1994	CHECK	\$190,000.00	\$190,000.00
10/14/1994	CHECK	\$150,000.00	\$150,000.00
1/17/1995	CHECK	\$100,000.00	\$100,000.00
2/10/1995	TRANS FROM 1B007010	\$100,776.31	\$0.00

4/10/1995	CHECK	\$200,000.00	\$200,000.00
7/12/1995	CHECK	\$500,000.00	\$500,000.00
10/10/1995	CHECK	\$300,000.00	\$300,000.00
1/11/1996	CHECK	\$300,000.00	\$300,000.00
7/10/1996	CHECK	\$175,000.00	\$175,000.00
10/10/1996	CHECK	\$200,000.00	\$200,000.00
1/17/1997	CHECK	\$200,000.00	\$200,000.00
4/19/1999	CHECK	\$500,000.00	\$500,000.00
6/1/2004	TRANS FROM 1B021330	\$6,527.30	\$0.00
Total Deposits:		\$8,543,701.64	\$8,436,398.03

DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
4/6/1981	CHECK	(\$16,183.37)	(\$16,183.37)
4/13/1981	CHECK	(\$8,559.65)	(\$8,559.65)
5/21/1981	CHECK	(\$8,024.98)	(\$8,024.98)
5/27/1981	CHECK	(\$15,044.96)	(\$15,044.96)
6/11/1981	CHECK	(\$8,056.32)	(\$8,056.32)
7/17/1981	CHECK	(\$12,896.75)	(\$12,896.75)
7/28/1981	CHECK	(\$8,527.01)	(\$8,527.01)
8/3/1981	CHECK	(\$6,039.27)	(\$6,039.27)
9/9/1981	CHECK	(\$15,048.25)	(\$15,048.25)
9/24/1981	CHECK	(\$8,054.15)	(\$8,054.15)
10/5/1981	CHECK	(\$6,394.77)	(\$6,394.77)
11/9/1981	CHECK	(\$17,152.73)	(\$17,152.73)
11/13/1981	CHECK	(\$8,572.22)	(\$8,572.22)
11/23/1981	CHECK	(\$8,054.09)	(\$8,054.09)
3/30/1982	CHECK	(\$34,282.84)	(\$34,282.84)
3/30/1982	CHECK	(\$46,478.00)	(\$46,478.00)
7/6/1982	CHECK	(\$55,717.16)	(\$55,717.16)
10/7/1982	CHECK	(\$55,000.00)	(\$55,000.00)
1/4/1983	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1983	CHECK	(\$55,000.00)	(\$55,000.00)
10/3/1983	CHECK	(\$55,000.00)	(\$55,000.00)
1/3/1984	CHECK	(\$55,000.00)	(\$55,000.00)
4/10/1984	CHECK	(\$55,000.00)	(\$55,000.00)
7/2/1984	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/1984	CHECK	(\$55,000.00)	(\$55,000.00)
12/31/1984	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/1985	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1985	CHECK	(\$55,000.00)	(\$55,000.00)

10/1/1985	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/1986	CHECK	(\$55,000.00)	(\$55,000.00)
3/31/1986	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1986	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/1986	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/1987	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/1987	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1987	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/1987	CHECK	(\$55,000.00)	(\$55,000.00)
1/4/1988	CHECK	(\$55,000.00)	(\$55,000.00)
4/4/1988	CHECK	(\$55,000.00)	(\$55,000.00)
4/7/1988	CHECK ADVANCED SYSTEMS	(\$8,836.28)	(\$8,836.28)
5/25/1988	CHECK INTERCO	(\$7,798.27)	(\$7,798.27)
7/1/1988	CHECK	(\$55,000.00)	(\$55,000.00)
8/8/1988	CHECK AMFAC	(\$8,315.92)	(\$8,315.92)
10/3/1988	CHECK	(\$55,000.00)	(\$55,000.00)
10/12/1988	CHECK COMPAQ COMPUTERS	(\$8,820.29)	(\$8,820.29)
11/22/1988	CHECK TRUSTCORP	(\$7,542.94)	(\$7,542.94)
12/5/1988	CHECK PNC FINL	(\$5,803.99)	(\$5,803.99)
12/28/1988	CANADIAN W/H TAX DIV INCO	(\$150.00)	(\$150.00)
1/4/1989	CHECK	(\$55,000.00)	(\$55,000.00)
2/1/1989	INCO LTD W/H TAX FGN DIV	(\$7,500.00)	(\$7,500.00)
2/3/1989	CHECK GENERAL CINEMA	(\$20,317.95)	(\$20,317.95)
3/16/1989	CANADIAN W/H TAX INCO	(\$150.00)	(\$150.00)
4/3/1989	CHECK	(\$55,000.00)	(\$55,000.00)
4/11/1989	CHECK PHELPS	(\$21,587.55)	(\$21,587.55)
6/15/1989	CHECK WARNER COMM	(\$2,273.79)	(\$2,273.79)
6/19/1989	CANADIAN W/H TAX - INCO	(\$150.00)	(\$150.00)
6/20/1989	CHECK DURR FILLAUER MED	(\$19,026.67)	(\$19,026.67)
7/3/1989	CHECK	(\$55,000.00)	(\$55,000.00)
8/16/1989	CHECK HANNA	(\$21,864.80)	(\$21,864.80)
9/12/1989	W/H TAX FOREIGN SEC. N	(\$150.00)	(\$150.00)
9/13/1989	CHECK NATIONAL MED	(\$5,939.34)	(\$5,939.34)
10/2/1989	CHECK	(\$55,000.00)	(\$55,000.00)
10/20/1989	CHECK AMERICAN	(\$23,325.79)	(\$23,325.79)

MAIZE			
11/10/1989	CHECK HASBRO	(\$5,413.75)	(\$5,413.75)
12/11/1989	CHECK COLUMBIA PICTURES	(\$18,586.00)	(\$18,586.00)
12/27/1989	W/H TAX FOREIGN	(\$187.50)	(\$187.50)
12/27/1989	CHECK AUTOMATIC DATA	(\$14,769.52)	(\$14,769.52)
1/2/1990	CHECK	(\$55,000.00)	(\$55,000.00)
2/14/1990	CHECK APACHE	(\$23,347.85)	(\$23,347.85)
3/7/1990	CHECK FEDERAL	(\$13,863.33)	(\$13,863.33)
3/12/1990	W/H TAX FOREIGN SEC. N	(\$187.50)	(\$187.50)
4/2/1990	CHECK	(\$55,000.00)	(\$55,000.00)
4/5/1990	CHECK SEAGULL	(\$21,241.15)	(\$21,241.15)
5/9/1990	CHECK MCDERMOTT	(\$15,683.23)	(\$15,683.23)
6/12/1990	CHECK CONNER	(\$30,107.26)	(\$30,107.26)
6/14/1990	W/H TAX FOREIGN SEC. N	(\$187.50)	(\$187.50)
6/25/1990	CHECK PFIZER	(\$3,738.38)	(\$3,738.38)
6/29/1990	CHECK SUN ELECTRIC	(\$11,074.04)	(\$11,074.04)
7/2/1990	CHECK	(\$55,000.00)	(\$55,000.00)
7/30/1990	CHECK COMPAQ COMPUTERS	(\$19,907.92)	(\$19,907.92)
8/13/1990	CHECK FURON	(\$3,180.82)	(\$3,180.82)
8/29/1990	CHECK HUMANA	(\$13,749.42)	(\$13,749.42)
9/14/1990	W/H TAX FOREIGN SEC. N	(\$187.50)	(\$187.50)
9/28/1990	CHECK INTEL	(\$33,130.69)	(\$33,130.69)
10/1/1990	CHECK	(\$55,000.00)	(\$55,000.00)
10/16/1990	CHECK DREYERS	(\$3,708.55)	(\$3,708.55)
10/29/1990	CHECK CBI INDUSTRIES	(\$14,803.45)	(\$14,803.45)
12/11/1990	CHECK ANADARKO	(\$37,547.90)	(\$37,547.90)
12/17/1990	CHECK ATLANTIC RICHFIELD	(\$11,300.00)	(\$11,300.00)
12/21/1990	CHECK BAXTER	(\$3,726.80)	(\$3,726.80)
1/2/1991	CHECK	(\$55,000.00)	(\$55,000.00)
2/21/1991	CHECK MEDCO	(\$61,554.97)	(\$61,554.97)
3/7/1991	CHECK UNITED	(\$3,710.60)	(\$3,710.60)
4/1/1991	CHECK	(\$55,000.00)	(\$55,000.00)
4/25/1991	CHECK POLICY	(\$50,721.78)	(\$50,721.78)
5/13/1991	CHECK XOMA	(\$3,427.93)	(\$3,427.93)
7/1/1991	CHECK	(\$55,000.00)	(\$55,000.00)
7/3/1991	CHECK USX CORP	(\$55,778.18)	(\$55,778.18)

7/12/1991	CHECK HEALTH SOUTH	(\$3,173.80)	(\$3,173.80)
7/22/1991	CHECK LIBERTY NATL	(\$350.35)	(\$350.35)
8/13/1991	CHECK RUDDICK	(\$51,035.12)	(\$51,035.12)
9/5/1991	CHECK THERMO	(\$2,517.59)	(\$2,517.59)
9/25/1991	CHECK STUDENT LOAN	(\$11,401.50)	(\$11,401.50)
10/1/1991	CHECK	(\$55,000.00)	(\$55,000.00)
10/7/1991	CHECK TIME WARNER	(\$47,844.75)	(\$47,844.75)
10/22/1991	CHECK RJR	(\$2,522.25)	(\$2,522.25)
11/18/1991	CHECK FIRST FIN	(\$8,547.91)	(\$8,547.91)
12/11/1991	CHECK NCR	(\$6,786.41)	(\$6,786.41)
12/11/1991	CHECK CML	(\$63,730.00)	(\$63,730.00)
1/2/1992	CHECK	(\$55,000.00)	(\$55,000.00)
1/10/1992	CHECK PHL CORP	(\$8,556.75)	(\$8,556.75)
1/24/1992	CHECK ATLANTIC	(\$18,357.25)	(\$18,357.25)
1/24/1992	CHECK RJR	(\$26,245.81)	(\$26,245.81)
2/10/1992	CHECK WMS	(\$12,196.11)	(\$12,196.11)
3/10/1992	CHECK MANUFACTURES	(\$11,457.37)	(\$11,457.37)
3/16/1992	CHECK PRODUCTION	(\$6,730.53)	(\$6,730.53)
3/19/1992	CHECK QUANEX	(\$12,174.70)	(\$12,174.70)
3/19/1992	CHECK AMERICAN BRANDS	(\$29,241.37)	(\$29,241.37)
3/30/1992	CHECK WATTS	(\$8,124.71)	(\$8,124.71)
4/1/1992	CHECK	(\$55,000.00)	(\$55,000.00)
4/21/1992	CHECK WATTS	(\$3,642.52)	(\$3,642.52)
4/22/1992	CHECK RAYTHEON	(\$9,367.37)	(\$9,367.37)
4/28/1992	CHECK TYCO TOYS	(\$6,276.52)	(\$6,276.52)
5/6/1992	CHECK PULTE	(\$31,469.14)	(\$31,469.14)
5/11/1992	CHECK PFIZER	(\$8,012.98)	(\$8,012.98)
5/29/1992	CHECK MEXICO	(\$5,302.50)	(\$5,302.50)
5/29/1992	CHECK MEXICO	(\$17,104.00)	(\$17,104.00)
6/10/1992	CHECK DISNEY	(\$22,480.62)	(\$22,480.62)
6/16/1992	CHECK PEP BOYS	(\$7,504.74)	(\$7,504.74)
6/24/1992	CHECK DEL WEBB	(\$11,387.99)	(\$11,387.99)
7/1/1992	CHECK	(\$55,000.00)	(\$55,000.00)
7/13/1992	CHECK MERCK	(\$3,953.50)	(\$3,953.50)
7/13/1992	CHECK PHELPS DODGE	(\$12,854.00)	(\$12,854.00)
7/27/1992	CHECK HOME DEPOT	(\$6,239.18)	(\$6,239.18)
7/28/1992	CHECK UNION CARBIDE/PRAXAIR	(\$8,581.50)	(\$8,581.50)
8/12/1992	CHECK HOME DEPOT	(\$47,895.15)	(\$47,895.15)
8/18/1992	CHECK SOUTHWEST	(\$15,956.50)	(\$15,956.50)
9/8/1992	CHECK FLOWERS	(\$34,417.88)	(\$34,417.88)

9/30/1992	CHECK STAPLES	(\$31,624.29)	(\$31,624.29)
10/1/1992	CHECK	(\$55,000.00)	(\$55,000.00)
10/14/1992	CHECK TIME	(\$18,390.00)	(\$18,390.00)
11/12/1992	CHECK AL LABS	(\$46,099.51)	(\$46,099.51)
11/17/1992	CHECK TRI CONT'L	(\$7,220.55)	(\$7,220.55)
12/8/1992	CHECK SUN MICRO	(\$25,854.37)	(\$25,854.37)
12/16/1992	CHECK PNC	(\$32,227.00)	(\$32,227.00)
12/21/1992	CHECK HARLEY	(\$7,617.39)	(\$7,617.39)
1/4/1993	CHECK	(\$55,000.00)	(\$55,000.00)
1/5/1993	CHECK HARLEY	(\$8,439.33)	(\$8,439.33)
1/25/1993	CHECK XTRA	(\$20,165.99)	(\$20,165.99)
1/26/1993	CHECK MARVEL	(\$7,104.75)	(\$7,104.75)
2/10/1993	CHECK MOTOROLA	(\$40,378.75)	(\$40,378.75)
2/18/1993	CHECK AMERICAN BRANDS	(\$8,437.50)	(\$8,437.50)
2/24/1993	CHECK TJX	(\$23,025.42)	(\$23,025.42)
3/8/1993	CHECK WASHINGTON	(\$10,692.62)	(\$10,692.62)
3/17/1993	CHECK WALMART	(\$40,042.75)	(\$40,042.75)
4/1/1993	CHECK	(\$55,000.00)	(\$55,000.00)
4/27/1993	CHECK JACKPOT	(\$46,461.81)	(\$46,461.81)
5/20/1993	CHECK DSC COMM	(\$85,424.96)	(\$85,424.96)
5/27/1993	CHECK HOME DEPOT	(\$2,075.00)	(\$2,075.00)
6/18/1993	CHECK BB & T FINANCIAL CORP	(\$34,828.86)	(\$34,828.86)
6/28/1993	CHECK INTEL	(\$40,055.25)	(\$40,055.25)
6/29/1993	CHECK EMC	(\$2,388.00)	(\$2,388.00)
7/1/1993	CHECK	(\$55,000.00)	(\$55,000.00)
7/21/1993	CHECK MAY	(\$26,537.50)	(\$26,537.50)
9/3/1993	CHECK CIRCUS	(\$25,969.25)	(\$25,969.25)
9/3/1993	CHECK CARDINAL	(\$58,954.41)	(\$58,954.41)
9/30/1993	CHECK ENRON	(\$31,497.00)	(\$31,497.00)
10/1/1993	CHECK	(\$55,000.00)	(\$55,000.00)
10/4/1993	CHECK BANC ONE	(\$27,956.25)	(\$27,956.25)
10/6/1993	CHECK NYNEX	(\$2,207.50)	(\$2,207.50)
10/25/1993	CHECK GEN MOTORS	(\$34,120.00)	(\$34,120.00)
11/16/1993	CHECK MEXICO	(\$2,985.12)	(\$2,985.12)
12/2/1993	CHECK MIRAGE	(\$40,954.38)	(\$40,954.38)
12/2/1993	CHECK APACHE	(\$41,960.68)	(\$41,960.68)
12/16/1993	CHECK MERRILL LYNCH	(\$1,097.00)	(\$1,097.00)
1/3/1994	CHECK	(\$55,000.00)	(\$55,000.00)
2/8/1994	CHECK AMERITECH	(\$26,322.50)	(\$26,322.50)
3/3/1994	CHECK HORIZON	(\$48,919.62)	(\$48,919.62)
3/8/1994	CHECK DIGITAL	(\$2,739.08)	(\$2,739.08)

3/16/1994	CHECK MBNA	(\$34,203.63)	(\$34,203.63)
4/4/1994	CHECK	(\$55,000.00)	(\$55,000.00)
4/7/1994	CHECK HEALTH SOURCE	(\$1,652.50)	(\$1,652.50)
4/15/1994	CHECK COMCAST	(\$30,073.23)	(\$30,073.23)
4/22/1994	CHECK ALLIED	(\$22,131.50)	(\$22,131.50)
4/22/1994	CHECK CUMMINS	(\$26,970.30)	(\$26,970.30)
5/11/1994	CHECK MINN MNG MFG	(\$1,835.00)	(\$1,835.00)
5/20/1994	CHECK AUTOZONE	(\$5,368.62)	(\$5,368.62)
5/26/1994	CHECK BEST BUY	(\$20,122.37)	(\$20,122.37)
6/2/1994	CHECK BANK OF NY	(\$12,445.00)	(\$12,445.00)
6/2/1994	CHECK	(\$14,850.00)	(\$14,850.00)
6/22/1994	CHECK GEN ELECTRIC	(\$6,289.50)	(\$6,289.50)
6/28/1994	CHECK DSC COMM	(\$11,875.25)	(\$11,875.25)
6/30/1994	CHECK CHEVRON	(\$15,005.50)	(\$15,005.50)
7/1/1994	CHECK	(\$55,000.00)	(\$55,000.00)
7/7/1994	CHECK COMPAQ COMPUTER	(\$2,856.25)	(\$2,856.25)
8/17/1994	CHECK CENT CELL CORP	(\$8,437.00)	(\$8,437.00)
8/17/1994	CHECK UAL CORP	(\$67,682.70)	(\$67,682.70)
9/9/1994	CHECK ENERGY SERVICE	(\$2,676.17)	(\$2,676.17)
9/19/1994	CHECK MORTON	(\$9,407.50)	(\$9,407.50)
9/28/1994	CHECK CATERPILLAR	(\$39,877.50)	(\$39,877.50)
9/29/1994	CHECK CABLETRON	(\$4,457.50)	(\$4,457.50)
10/3/1994	CHECK	(\$55,000.00)	(\$55,000.00)
10/11/1994	CHECK SPORTS & RECREATION	(\$1,901.25)	(\$1,901.25)
11/7/1994	CHECK CBS INC	(\$47,127.12)	(\$47,127.12)
11/14/1994	CHECK HUDSON FOODS	(\$12,681.35)	(\$12,681.35)
11/17/1994	CHECK BLOCKBUSTER/VIACOM	(\$15,529.47)	(\$15,529.47)
12/9/1994	CHECK AUTO DESK	(\$32,631.50)	(\$32,631.50)
12/14/1994	CHECK MICROCHIP	(\$22,759.00)	(\$22,759.00)
1/3/1995	CHECK	(\$55,000.00)	(\$55,000.00)
1/11/1995	CHECK QUAKER OATS	(\$6,893.75)	(\$6,893.75)
1/24/1995	CHECK CARNIVAL	(\$7,004.00)	(\$7,004.00)
1/26/1995	CHECK PHYCOR	(\$43,920.75)	(\$43,920.75)
3/6/1995	CHECK MARK IV	(\$41,196.85)	(\$41,196.85)
3/16/1995	CHECK ALUMINUM	(\$15,329.75)	(\$15,329.75)
3/27/1995	CHECK USF & G CORP	(\$8,151.25)	(\$8,151.25)
4/3/1995	CHECK	(\$55,000.00)	(\$55,000.00)

4/6/1995	CHECK ORACLE SYSTEMS	(\$11,974.12)	(\$11,974.12)
4/6/1995	CHECK CALLOWAY	(\$17,505.00)	(\$17,505.00)
4/18/1995	CHECK EMC CORP	(\$15,206.12)	(\$15,206.12)
5/8/1995	CHECK HEWLETT	(\$30,218.62)	(\$30,218.62)
5/12/1995	CHECK BK OF BOSTON	(\$16,645.06)	(\$16,645.06)
5/15/1995	CHECK HOME DEPOT	(\$30,653.73)	(\$30,653.73)
5/30/1995	CHECK HEALTH	(\$19,218.25)	(\$19,218.25)
6/14/1995	CHECK MICRON	(\$20,929.00)	(\$20,929.00)
6/21/1995	CHECK SCOTT PAPER	(\$10,055.50)	(\$10,055.50)
7/3/1995	CHECK	(\$55,000.00)	(\$55,000.00)
7/5/1995	CHECK GEN MILLS	(\$5,122.13)	(\$5,122.13)
7/17/1995	CHECK PFIZER	(\$33,049.50)	(\$33,049.50)
7/21/1995	CHECK GILLETTE	(\$9,056.00)	(\$9,056.00)
7/27/1995	CHECK KULICKE & SOFFA	(\$15,973.42)	(\$15,973.42)
8/2/1995	CHECK MORGAN	(\$18,251.50)	(\$18,251.50)
8/28/1995	CHECK STAPLES	(\$11,834.38)	(\$11,834.38)
9/8/1995	CHECK TEXAS INSTRUMENTS	(\$14,702.50)	(\$14,702.50)
9/11/1995	CHECK CHAMPION	(\$22,512.65)	(\$22,512.65)
9/14/1995	CHECK WALGREEN	(\$11,145.62)	(\$11,145.62)
10/2/1995	CHECK	(\$55,000.00)	(\$55,000.00)
10/6/1995	CHECK CHARLES SCHWAB	(\$10,654.50)	(\$10,654.50)
10/13/1995	CHECK KROGER	(\$3,439.07)	(\$3,439.07)
10/17/1995	CHECK INTL PAPER	(\$38,748.00)	(\$38,748.00)
10/20/1995	CHECK INTEGRATED DEV	(\$11,173.75)	(\$11,173.75)
10/23/1995	CHECK SCI SYSTEMS	(\$5,599.19)	(\$5,599.19)
11/8/1995	CHECK MEDTRONIC	(\$16,826.25)	(\$16,826.25)
11/15/1995	CHECK APPLIED MATERIALS	(\$22,500.00)	(\$22,500.00)
11/20/1995	CHECK QUICK & REILLY	(\$13,773.50)	(\$13,773.50)
11/20/1995	CHECK <> FINANCIAL	(\$19,858.50)	(\$19,858.50)
12/14/1995	CHECK HEINZ	(\$16,824.50)	(\$16,824.50)
1/2/1996	CHECK	(\$55,000.00)	(\$55,000.00)
1/4/1996	CHECK DEERE & CO	(\$31,631.50)	(\$31,631.50)
1/8/1996	CHECK NATL SEMI CORP	(\$24,831.88)	(\$24,831.88)
1/17/1996	CHECK STARBUCKS	(\$14,032.50)	(\$14,032.50)
1/31/1996	TRANS TO 30 ACCT	(\$3,369,234.80)	(\$887,430.35)
2/27/1996	CHECK SAFEWAY	(\$23,750.00)	(\$23,750.00)

2/29/1996	CHECK NETSCAPE	(\$11,019.00)	(\$11,019.00)
4/1/1996	CHECK	(\$55,000.00)	(\$55,000.00)
4/15/1996	CHECK SEAGATE	(\$34,990.91)	(\$34,990.91)
4/17/1996	CHECK DIBRELL BROS INC	(\$26,003.06)	(\$26,003.06)
6/6/1996	CHECK LAM RESEARCH	(\$32,100.37)	(\$32,100.37)
6/11/1996	CHECK STARBUCKS	(\$21,671.50)	(\$21,671.50)
7/1/1996	CHECK	(\$55,000.00)	(\$55,000.00)
7/9/1996	CHECK IOMEGA	(\$10,117.25)	(\$10,117.25)
7/9/1996	CHECK PEPSICO	(\$29,195.37)	(\$29,195.37)
8/13/1996	CHECK HEWLETT PACKARD	(\$17,405.00)	(\$17,405.00)
8/13/1996	CHECK DAYTON HUDSON CORP	(\$21,410.00)	(\$21,410.00)
8/27/1996	CHECK TRAVBLERS	(\$3,607.62)	(\$3,607.62)
9/18/1996	CHECK SUN AMERICA	(\$14,589.00)	(\$14,589.00)
9/30/1996	CHECK ANHEUSER BUSCH	(\$13,616.50)	(\$13,616.50)
10/1/1996	CHECK	(\$55,000.00)	(\$55,000.00)
10/7/1996	CHECK HERSHEY FOODS	(\$224.50)	(\$224.50)
10/16/1996	CHECK JONES APPAREL	(\$1,968.75)	(\$1,968.75)
10/22/1996	CHECK LUENT TECH	(\$34,054.25)	(\$34,054.25)
11/12/1996	CHECK NEWBRIDGE NETWORKS	(\$2,415.00)	(\$2,415.00)
11/20/1996	CHECK NIKE	(\$2,744.50)	(\$2,744.50)
12/17/1996	CHECK DUN & BRADSTREET	(\$112,347.50)	(\$112,347.50)
12/26/1996	CHECK SEAGATE TECHNOLOGY	(\$4,253.50)	(\$4,253.50)
1/2/1997	CHECK	(\$55,000.00)	(\$55,000.00)
1/27/1997	CHECK EMC CORP	(\$29,394.14)	(\$29,394.14)
2/13/1997	CHECK STORAGE TECH	(\$3,003.55)	(\$3,003.55)
3/11/1997	CHECK DOLLAR GENERAL	(\$15,005.25)	(\$15,005.25)
3/19/1997	CHECK NATIONS BANK	(\$2,496.87)	(\$2,496.87)
3/24/1997	CHECK BRISTOL MYERS	(\$23,487.37)	(\$23,487.37)
4/1/1997	CHECK	(\$55,000.00)	(\$55,000.00)
4/9/1997	TRANS TO 1B012830	(\$1,206,572.14)	\$0.00
4/11/1997	STOP PAYMENT	\$55,000.00	\$55,000.00
4/14/1997	TRANS TO 1B012830	(\$200,005.49)	\$0.00
4/14/1997	CHECK	(\$55,000.00)	(\$55,000.00)
4/15/1997	CHECK EMERSON ELECTRIC	(\$14,999.50)	(\$14,999.50)

4/17/1997	TRANS TO 1B012830	(\$1,710,074.95)	\$0.00
4/21/1997	CHECK BORDERS GROUP INC	(\$2,248.62)	(\$2,248.62)
4/23/1997	CHECK PHILIP MORRIS	(\$19,241.12)	(\$19,241.12)
7/1/1997	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/1997	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/1998	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/1998	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1998	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/1998	CHECK	(\$55,000.00)	(\$55,000.00)
1/4/1999	CHECK	(\$55,000.00)	(\$55,000.00)
1/29/1999	TRANS TO 1B021370	(\$3,285,781.12)	\$0.00
3/1/1999	TRANS TO 1B021330	(\$1,076,481.84)	\$0.00
4/1/1999	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/1999	CHECK	(\$55,000.00)	(\$55,000.00)
7/12/1999	TRANS TO 1B012830	(\$500,000.00)	\$0.00
10/1/1999	CHECK	(\$220,000.00)	(\$220,000.00)
1/3/2000	CHECK	(\$55,000.00)	(\$55,000.00)
4/3/2000	CHECK	(\$55,000.00)	(\$55,000.00)
7/3/2000	CHECK	(\$55,000.00)	(\$55,000.00)
10/2/2000	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2001	CHECK	(\$55,000.00)	(\$55,000.00)
4/2/2001	CHECK	(\$55,000.00)	(\$55,000.00)
7/2/2001	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/2001	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2002	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/2002	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/2002	CHECK WIRE	(\$55,000.00)	(\$55,000.00)
10/7/2002	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2003	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/2003	CHECK	(\$55,000.00)	(\$55,000.00)
5/1/2003	TRANS TO 1B021330	(\$589,627.84)	\$0.00
7/1/2003	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/2003	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2004	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/2004	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/2004	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/2004	CHECK	(\$55,000.00)	(\$55,000.00)
1/3/2005	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/2005	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/2005	CHECK	(\$55,000.00)	(\$55,000.00)
10/3/2005	CHECK	(\$55,000.00)	(\$55,000.00)
1/3/2006	CHECK	(\$55,000.00)	(\$55,000.00)

4/3/2006	CHECK	(\$55,000.00)	(\$55,000.00)
7/3/2006	CHECK	(\$55,000.00)	(\$55,000.00)
10/2/2006	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2007	CHECK	(\$55,000.00)	(\$55,000.00)
4/2/2007	CHECK	(\$55,000.00)	(\$55,000.00)
7/2/2007	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/2007	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2008	CHECK	(\$55,000.00)	(\$55,000.00)
4/1/2008	CHECK	(\$55,000.00)	(\$55,000.00)
7/1/2008	CHECK	(\$55,000.00)	(\$55,000.00)
10/1/2008	CHECK	(\$55,000.00)	(\$55,000.00)
Total Withdrawals:		(\$21,909,105.86)	(\$10,858,758.03)
Total deposits less withdrawals:		(\$13,365,404.22)	(\$2,422,360.00)

Exhibit C

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation.

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

June 28, 2010

DO Stay, Inc.
REDACTED
Jupiter, Florida 33469

Dear DO Stay, Inc.:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee, under the Securities Investor Protection Act, 15 U.S.C. § 78aaa et seq. ("SIPA"), pursuant to an order entered on December 15, 2008, by the United States District Court for the Southern District of New York.

The Trustee has made the following determination regarding your claims on BLMIS Account No. 1D0040 designated as Claim Number 2266 and Claim Number 14255 (the latter of which is duplicative of Claim Number 2266) and combined ("Combined Claim") for purposes of this determination. This letter shall serve as the Trustee's determination with respect to the Combined Claim:

Your Combined Claim for a credit balance of \$237,120.00 and for securities is DENIED. No securities were ever purchased for your account.

¹ Section 78(l)(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under section(a)(3),² except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78(l)(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

Further, based on the Trustee's analysis, the amount of money you withdrew from your account at BLMIS (total of \$1,443,200.00), as more fully set forth in Table 1 annexed hereto and made a part hereof, is greater than the amount that was deposited with BLMIS for the purchase of securities (total of \$1,070,000.00). As noted, no securities were ever purchased by BLMIS for your account. Any and all profits reported to you by BLMIS on account statements were fictitious.

As reflected in Table 1, certain of the transfers into or out of your account have been adjusted. As part of the Trustee's analysis of accounts, the Trustee has assessed accounts based on a money in/money out analysis (i.e., has the investor deposited more or less than he or she withdrew from BLMIS). This analysis allows the Trustee to determine which part of an account's balance is originally invested principal and which part is fictitious gains that were fabricated by BLMIS. A customer's allowed claim is based on the amount of principal in the customer's account.

Whenever a customer requested a transfer from one account to another, the Trustee analyzed whether the transferor account had principal in the account at the time of the transfer. The available principal in the account was transferred to and credited in the transferee account. Thus, the reason that the adjusted amount of transferred deposits or withdrawals in Table 1 is less than the purported transfer amount is that the transferor account did not have sufficient principal available to effectuate the full transfer. The difference between the purported transfer amount and the adjusted transfer amount is the amount of fictitious gain that was transferred to or from your account. Under the money in/money out analysis, the Trustee does not give credit for fictitious gains in settling your allowed claim.

Since there were no profits to use either to purchase securities or to pay you any money beyond the amount that was deposited into your BLMIS account, the amount of money you received in excess of the deposits in your account (\$373,200.00) was taken from other customers and given to you. Accordingly, because you have withdrawn more than was deposited into your account, you do not have a positive "net equity" in your account and you are not entitled to an allowed claim in the BLMIS liquidation proceeding. Therefore, your claim is DENIED in its entirety.

On March 1, 2010, the United States Bankruptcy Court for the Southern District of New York (Lifland, J.) issued a decision which affirmed the Trustee's Net Investment Method for determining customer claims. The final resolution of this issue is expected to be determined on appeal.

Should a final and unappealable court order determine that the Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, the Trustee will be bound by that order and will apply it retroactively to all previously determined customer claims in accordance with the Court's order. Nothing in this Notice of Trustee's Determination of Claim shall be construed as a waiver of any rights or claims held by you in having your customer claim re-determined in accordance with any such Court order.

PLEASE TAKE NOTICE: If you disagree with this determination and desire a hearing before Bankruptcy Judge Burton R. Lifland, you MUST file your written opposition, setting forth the grounds for your disagreement, referencing Bankruptcy Case No. 08-1789 (BRL) and attaching

copies of any documents in support of your position, with the United States Bankruptcy Court and the Trustee within THIRTY DAYS after June 28, 2010, the date on which the Trustee mailed this notice.

PLEASE TAKE FURTHER NOTICE: If you do not properly and timely file a written opposition, the Trustee's determination with respect to your claim will be deemed confirmed by the Court and binding on you.

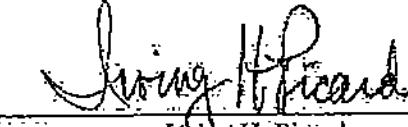
PLEASE TAKE FURTHER NOTICE: If you properly and timely file a written opposition, a hearing date for this controversy will be obtained by the Trustee and you will be notified of that hearing date. Your failure to appear personally or through counsel at such hearing will result in the Trustee's determination with respect to your claim being confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: You must mail your opposition, if any, in accordance with the above procedure, to each of the following addresses:

Clerk of the United States Bankruptcy Court for
the Southern District of New York
One Bowling Green
New York, New York 10004

and

Irving H. Picard, Trustee
c/o Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111



Irving H. Picard

Trustee for the Liquidation of the Business of
Bernard L. Madoff Investment Securities LLC

TRANSACTIONS BY DATE			
DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
4/14/1997	TRANS FROM 1D002110	\$887,495.92	\$0.00
1/12/1998	CHECK	\$90,000.00	\$90,000.00
1/14/1998	CHECK	\$130,000.00	\$130,000.00
4/12/2000	CHECK	\$100,000.00	\$100,000.00
1/28/2002	CHECK	\$100,000.00	\$100,000.00
1/27/2003	CHECK	\$120,000.00	\$120,000.00
10/14/2003	CHECK	\$80,000.00	\$80,000.00
4/22/2005	CHECK	\$100,000.00	\$100,000.00
7/19/2005	CHECK	\$50,000.00	\$50,000.00
4/19/2007	CHECK	\$50,000.00	\$50,000.00
8/28/2007	CHECK	\$100,000.00	\$100,000.00
1/22/2008	CHECK	\$50,000.00	\$50,000.00
4/29/2008	CHECK	\$50,000.00	\$50,000.00
7/23/2008	CHECK	\$50,000.00	\$50,000.00
Total Deposits:		\$1,957,495.92	\$1,070,000.00

TRANSACTIONS BY DATE			
DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT
7/1/1997	CHECK	(\$35,000.00)	(\$35,000.00)
10/1/1997	CHECK	(\$35,000.00)	(\$35,000.00)
1/2/1998	CHECK	(\$35,000.00)	(\$35,000.00)
4/1/1998	CHECK	(\$36,600.00)	(\$38,600.00)
7/1/1998	CHECK	(\$36,600.00)	(\$38,600.00)
9/10/1998	TRANS TO 1B014230	(\$314,000.00)	\$0.00
10/1/1998	CHECK	(\$26,000.00)	(\$26,000.00)
1/4/1999	CHECK	(\$26,000.00)	(\$26,000.00)
4/1/1999	CHECK	(\$31,000.00)	(\$31,000.00)
7/1/1999	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/1999	CHECK	(\$31,000.00)	(\$31,000.00)
1/3/2000	CHECK	(\$31,000.00)	(\$31,000.00)
4/3/2000	CHECK	(\$31,000.00)	(\$31,000.00)
7/3/2000	CHECK	(\$31,000.00)	(\$31,000.00)
10/2/2000	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2001	CHECK	(\$31,000.00)	(\$31,000.00)
4/2/2001	CHECK	(\$31,000.00)	(\$31,000.00)
7/2/2001	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2001	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2002	CHECK	(\$31,000.00)	(\$31,000.00)
4/1/2002	CHECK	(\$31,000.00)	(\$31,000.00)

7/1/2002	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2002	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2003	CHECK	(\$31,000.00)	(\$31,000.00)
1/13/2003	STOP PAYMENT	\$31,000.00	\$31,000.00
1/14/2003	CHECK	(\$31,000.00)	(\$31,000.00)
4/1/2003	CHECK	(\$31,000.00)	(\$31,000.00)
7/1/2003	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2003	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2004	CHECK	(\$31,000.00)	(\$31,000.00)
4/1/2004	CHECK	(\$31,000.00)	(\$31,000.00)
7/1/2004	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2004	CHECK	(\$31,000.00)	(\$31,000.00)
1/3/2005	CHECK	(\$31,000.00)	(\$31,000.00)
4/1/2005	CHECK	(\$31,000.00)	(\$31,000.00)
7/1/2005	CHECK	(\$31,000.00)	(\$31,000.00)
10/3/2005	CHECK	(\$31,000.00)	(\$31,000.00)
1/3/2006	CHECK	(\$31,000.00)	(\$31,000.00)
4/3/2006	CHECK	(\$31,000.00)	(\$31,000.00)
7/3/2006	CHECK	(\$31,000.00)	(\$31,000.00)
10/2/2006	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2007	CHECK	(\$31,000.00)	(\$31,000.00)
4/2/2007	CHECK	(\$31,000.00)	(\$31,000.00)
7/2/2007	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2007	CHECK	(\$31,000.00)	(\$31,000.00)
1/2/2008	CHECK	(\$31,000.00)	(\$31,000.00)
4/1/2008	CHECK	(\$31,000.00)	(\$31,000.00)
7/1/2008	CHECK	(\$31,000.00)	(\$31,000.00)
10/1/2008	CHECK	(\$31,000.00)	(\$31,000.00)
Total Withdrawals:		(\$1,757,200.00)	(\$1,443,200.00)
Total deposits less withdrawals:		\$200,295.92	(\$373,200.00)